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FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. March 2, 2010

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on February 23, 2010

AWARDS AND PROCLAMATIONS

- Proclamations:
 - Desk and Derrick Month
 - American Red Cross Month
 - Gambling Awareness Week
- Service Award:
 - Sgt. Bobby Wiley

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

None

COUNCIL BUSINESS

II. UNFINISHED COUNCIL BUSINESS

None

III. NEW COUNCIL BUSINESS

1. Bonding Resolution - Century II Renovations Project.

RECOMMENDED ACTION: Authorize the project and approve the bonding resolution.

2. Support of Sedgwick County's application for Juvenile Accountability Block Grant (JABG) funding.

RECOMMENDED ACTION: Approve the waiver of funding and authorize the appropriate signatures on the letter of support.

3. Kellogg Freeway, from Cypress to 127th Street East. (District II)

RECOMMENDED ACTION: Select a design concept including approving access controls, authorize the completion of construction plans, and authorize the signing of State/Federal agreements as required and approve budget.

4. West Kellogg Freeway, 111th Street West to 143rd Street West. (Districts IV and V)

RECOMMENDED ACTION: Approve the budget revision, adopt the resolution, and authorize the signing of State/Federal agreements as required.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

IV. NON-CONSENT PLANNING AGENDA

1. DER2009-00013 Amendment to the "Wichita-Sedgwick County Unified Zoning Code" related to Entertainment Establishments, Event Center and Teen Club, residential fence height and minor corrections.

RECOMMENDED ACTION: 1) Approve the amendment to the Wichita-Sedgwick County Unified Zoning Code as recommended by the Metropolitan Area Planning Commission, adopt the ordinance and place the ordinance on first reading; OR
2) Return the amendment to the MAPC for reconsideration.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

V. CONSENT PLANNING AGENDA (ITEMS 1 THROUGH 8)

1. *SUB2009-00063 - Plat of Steve Kelley 6th located south of Kellogg, west of Maize Road. (District IV)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

2. *SUB2009-00069 - Plat of Dan Schmidt 2nd Addition located on the west side of Hydraulic, north of 55th Street South. (District III)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, approve first reading of the Ordinance and adopt the Resolutions.

3. *SUB2009-00076 - Plat of Ridge Port North 6th Addition located on the east side of Ridge Road and the south side of 37th Street North. (District V)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures and adopt the Resolution.

4. *VAC2009-00009 - Request to vacate a portion of platted street right-of-way; generally located south of Lincoln Street, west of Rock Road. (District II)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

5. *VAC2009-00017 - Request to vacate a portion of platted street right-of-way; generally located northwest of the Armour and Kellogg Street intersection. (District II)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

6. *VAC2009-00037 - Request to vacate the plattor's text of a platted reserve to amend the uses allowed and vacate a portion of the platted alley; generally located west of Hydraulic Avenue, on the north side of Lincoln Street. (District I)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

7. *VAC2009-00043 - Request to vacate an alley created by general warranty deed; generally located on the east side of Meridian Avenue, midway between Harry Street and Merton Avenue. (District IV)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

8. *VAC2009-00044 - Request to vacate the plattor's text in reference to platted reserve to amend the uses allowed; generally located at the southeast corner of 29th Street North and Gouverneur Street. (District II)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Summer Jackson, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

VII. CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VIII. NON-CONSENT AIRPORT AGENDA

None

IX. CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

1. *Approval of travel expenses for Mayor Brewer to attend the LKM Governing Body Meeting in Topeka, KS, March 4-5, 2010.*

RECOMMENDED ACTION: Approve the travel expenditures.

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 13A)

1. Report of Board of Bids and Contracts dated March 1, 2010.

RECOMMENDED ACTION: Receive and file report; approve Contracts; authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>New</u>	<u>2010</u>	<u>(Consumption on Premises)</u>
Allen Moore	Als Studio*	518 Harry
<u>Renewal</u>	<u>2010</u>	<u>(Consumption off Premises)</u>
Cari Spainhour	QuikTrip#396	324 South West Street

*Tavern (less than 50% or more gross revenues from sale of food)

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates: (See Attached)

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Sanitary Sewer in McCarty 2nd Addition, south of 31st Street South, west of the Kansas Turnpike. (District III)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Consideration of Street Closures/Uses.

- a. Community Events – Intrust Bank Arena Winterjam. (District I)

RECOMMENDED ACTION: Approve the request subject to: 1) hiring off-duty certified law enforcement officers as required; 2) obtaining barricades to close the streets in accordance with requirements of Police, Fire, and Public Works Department; and Certificate of Liability Insurance on file with the Community Event Coordinator.

6. Design Services Agreement:

- a. East Kellogg, Cypress to 127th Street East (Project I)-Design Supplemental Agreement No. 0A. (District II)

RECOMMENDED ACTION: Approve Supplemental Agreement No. 0A, increase the budget, place the ordinance on first reading, and authorize the necessary signatures.

7. Change Orders:

- a. Water Treatment Plant Residuals Disposal Project - Change Order.

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

8. Property Acquisitions:

- a. Partial Acquisition of Land at the Northeast Corner of Willow Lake Road and SW 72nd Street for a Well Site as part of the Integrated Local Water Supply Plan. (Harvey County)
- b. Partial Acquisition of Land at the Northwest Corner of River Park Road and SW 72nd Street for a Well Site as part of the Integrated Local Water Supply Plan. (Harvey County)
- c. Partial Acquisition of Land at the Northwest Corner of Golden Prairie Road and SW 72nd Street for a Well Site as part of the Integrated Local Water Supply Plan. (Harvey County)
- d. Partial Acquisition of Land along the Southeast Side of Old Settlers Road and SW 72nd Street as part of the Integrated Local Water Supply Plan. (Harvey County)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

9. Minutes of Advisory Boards/Commissions.

Board of Park Commissioners, January 11, 2010
Board of Park Commissioners, February 8, 2010
Wichita Public Library, January 19, 2010
Board of Electrical Appeals, January 12, 2010
Wichita Historic Preservation Board, February 8, 2010

RECOMMENDED ACTION: Receive and file.

10. 2010 Community Services Block Grant Application.

RECOMMENDED ACTION: Approve the 2010 CSBG Application and authorize the necessary signatures.

11. Contract for Wichita Central Corridor Art Project.

RECOMMENDED ACTION: Approve the contract with Spangenberg Phillips Tice Architecture for the Wichita Central Corridor (WCC) Art Project.

12. Douglas Design District Bus Shelters, Request for Proposal.

RECOMMENDED ACTION: Authorize Wichita Transit staff to prepare and let a formal Request for Proposal (RF) to solicit proposals for the manufacture and installation of the seven custom bus shelters for the East Douglas Design District.

13. Second Reading Ordinances: (First Read February 23, 2010)

- a. List of second reading ordinances. (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

**City of Wichita
City Council Meeting
March 2, 2010**

TO: Mayor and City Council

SUBJECT: Bonding Resolution - Century II Renovations Project (All Districts)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Authorize the project and approve the bonding resolution.

Background: A comprehensive re-evaluation of Century II was completed in 2008 which identified the needs to restore the aging building's infrastructure. On January 26, 2010 the City Council allocated \$900,000 for repair of the terrazzo floor, a new phone system, additional ticketing equipment, stage equipment and table and chairs used for events.

On February 9, 2010, the Wichita City Council approved \$2.3 million dollars as part of the Capital Improvement Program (CIP) for 2010/2011 to fund improvements at the Century II facility. These improvements were programmed to include a new dimmer system in Concert Hall, seating, carpet and paint in Concert Hall, repair of floor electrical boxes and surrounding concrete in Expo Hall, and replacement of windows on the north and east of Expo Hall. The design in the current CIP for Kennedy Plaza will be delayed until the Goody Clancy report is completed.

Analysis: Seating in Concert Hall now shows wear and requires continuous repair. The type of seating in Concert Hall is no longer manufactured which results in limited parts for replacement and additional time for staff to spend repairing seats. Due to season ticket sales by organizations using Concert Hall, replacement of Concert Hall seating requires specific measurements and seating type to fill the space.

Trip hazards are a concern from broken and damaged terrazzo and concrete flooring in Convention Hall as well as Expo Hall. Environmental damage has resulted in windows in Expo Hall that leak moisture despite repeated attempts by staff to repair. The dimmer system in Concert Halls is original to the facility and needs to be upgraded to bring it up to current and competitive standards.

Improvement	Estimated Cost	Timeframe
Dimmers at CII Concert and Convention Hall	\$300,000	End of August – October 2010
Caulking and waterproofing exterior walls of CII and energy plant	\$500,000	As schedule and weather permit; by year-end 2011
Replace 60 exterior balcony doors	\$100,000	As schedule and weather permit; by year-end 2011
Repair glazing system and replace windows in Expo Hall; north and east walls	\$150,000	As schedule and weather permit; by year-end 2011

Repair floor electrical boxes and surrounding concrete; 58 boxes X \$5,000 ea.	\$290,000	As schedule permits; by year-end 2011
Replace seating in Concert Hall	\$750,000	End of August – October 2010
Paint Concert Hall	\$120,000	End of August – October 2010
Replace carpet in Concert Hall	\$100,000	End of August – October 2010
TOTAL RENOVATION COSTS	\$2,310,000	All completed by yearend 2011

To stay competitive with other regional performing arts and convention/trade show centers, it is necessary to perform these repairs and upgrades to the facility. The estimated cost including labor, materials and equipment to perform the necessary repairs is \$2,310,000.

Financial Considerations: Costs will be funded from the Capital Improvement Program Adopted Budget for 2010/2011.

Goal Impact: Quality of Life. The investment will help maintain and optimize public facilities and assets.

Legal Considerations: The Law Department has reviewed and approved the bonding resolution as to form.

Recommendation/Action: It is recommended that the City Council authorize the project and approve the bonding resolution.

Attachments: Bonding Resolution
Declaration of Intent

First published in the Wichita Eagle on March 5, 2010

RESOLUTION NO. 10-050

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE FOR THE IMPROVEMENT AND RENOVATION OF CENTURY II.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

Labor, material, and equipment for improvements at the Century II Convention Center including replacement of seating, carpet, and paint in Concert Hall; replacement of floor electrical boxes and surrounding concrete in Expo Hall; replacement of exterior doors; repair glazing system and replace windows on north and east side of Expo Hall; upgrade dimmers in Concert Hall; and caulk and waterproof exterior walls of Century II and energy plant.

SECTION 2: The cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated at \$2,310,000, exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 2nd day of March, 2010.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

DECLARATION OF OFFICIAL INTENT CERTIFICATE

Comes now Kelly Carpenter, Director of Finance for the City of Wichita, Kansas (the "City") and certifies to the following:

1. She is the duly appointed Finance Director for the City.
2. The Governing Body of the City, by resolutions adopted the 12th day of March, 1992 and the 11th day of July, 1995 (the "Resolutions"), designated and appointed the Director of Finance to act on behalf of the City in declaring the City's official intent to reimburse capital expenditures by issuance of bonds, the purpose of said designation and appointment being to ensure compliance with regulations promulgated by the United States Department of Treasury, Internal Revenue Service under authority of the Internal Revenue Code (the "Regulations").
3. The City reasonably expects to reimburse expenditures for capital improvement projects made after the date this certificate is executed that are identified and set forth herein with the proceeds of bonds to be issued hereafter.
4. This certificate is a declaration of official intent by the City under the Regulations to reimburse expenditures for capital improvement projects identified herein with proceeds from bonds to be issued hereafter.
5. The expenditures that will be made hereafter that the City intends to reimburse under authority of this certificate pertain to a capital improvement project that is described as follows:

Labor, material, and equipment for improvements at the Century II Convention Center including replacement of seating and carpet in Concert Hall and repainting the walls; replacement of floor electrical boxes and surrounding concrete in Expo Hall; replacement of exterior doors; repair glazing system and replace windows on north and east side of Expo Hall; upgrade dimmers in Concert and Convention Hall; and caulk and waterproof exterior walls of Century II and energy plant.

6. The maximum principal amount of debt the City expects to issue for reimbursement of expenditures made in connection with the capital improvement project described herein is \$2,310,000 exclusive of the costs of interest on borrowed money.
7. This certificate shall upon execution be filed with the City Clerk's office and shall thereafter be kept on file in that office and shall be available for public inspection.
8. This certificate being signed and executed under oath by the Finance Director of the City on the
_____ day

of _____.
(month, year)

CITY OF WICHITA, KANSAS

Kelly Carpenter, Director of Finance

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

Sworn to and subscribed before me this _____ day of _____.
(month, year)

My appointment expires:

Notary Public

City of Wichita
City Council Meeting
March 2, 2010

TO: Mayor and City Council

SUBJECT: Support of Sedgwick County's application for Juvenile Accountability Block Grant (JABG) funding

INITIATED BY: Wichita Police Department

AGENDA: New Business

Recommendation: Approve the waiver of funding.

Background: Since approximately 1999, Sedgwick County and the City of Wichita have been awarded the Juvenile Accountability Block Grant (JABG) through the Juvenile Justice Authority of the State of Kansas. The purpose of these grants has been to financially support juvenile initiatives/programs that focus on intervention and prevention within the community. The City of Wichita recently received notice from Sedgwick County that the 2010 Juvenile Accountability Block Grant allocation has been determined. The total amount of the grant is \$36,190; \$13,190, which is allocated for the City of Wichita. In order to receive this funding, the City of Wichita would need to make application designating the funding for specific programs related to juvenile justice. The application is due March 31, 2010 and requires a ten percent match from the receiving agency.

Historically, the City of Wichita has waived the right to apply for this funding and requested that Sedgwick County, as primary provider of juvenile justice services in the area, be allocated the designated funds.

Analysis: The Juvenile Justice Authority requests a letter of support from City of Wichita indicating the City declines the award and requests the funds be allocated to the Sedgwick County Department of Corrections for use by the juvenile diversion program in the District Attorney's Office.

Financial Considerations: The City of Wichita will waive the right to apply for \$13,190 in Juvenile Accountability Block Grant Funding.

Goal Impact: Under the City of Wichita's Safe and Secure Initiative, the additional funding will help to ensure the police department can continue its emphasis on the community policing philosophy. This philosophy relies on the positive interactions between the police, other governmental and non-governmental agencies, and the community to best address our community's needs regarding safety, crime prevention, and crime-related quality-of-life issues.

Legal Considerations: None

Recommendations/Actions: It is recommended that the City Council approve the waiver of funding and authorize the appropriate signatures on the letter of support.

Attachments: Letter of support.



Don Chronister
Juvenile Justice Specialist
Juvenile Justice Authority
714 SW Jackson, Ste 300
Topeka, KS 66603

March 2, 2010

Re: 2009 JABG Direct Award

Dear Mr. Chronister:

The City of Wichita is a strong advocate and supporter regarding juvenile initiatives/programs that focus on intervention and prevention within our community. I believe we must connect various community services and resources so that our children discover their gifts and have an opportunity to fulfill their promise.

As the result of our commitment to the Juvenile Justice Authority of Kansas, we are supportive of allocating the City of Wichita \$13,190 funds from the Juvenile Accountability Block Grant funds to the Sedgwick County Department of Corrections for coordination of the juvenile diversion program in the District Attorney's Office.

Sincerely,

Carl Brewer
Mayor
City of Wichita

Office of the Mayor

City Hall • 1st Floor • 455 N. Main • Wichita, Kansas 67202-1698

T 316.268.4331 • **F** 316.858-7743

**City of Wichita
City Council Meeting
March 2, 2010**

TO: Mayor and City Council

SUBJECT: Kellogg Freeway, from Cypress to 127th Street East (District II)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Select and approve a design concept.

Background: Kellogg Avenue (US54/400) is a vital east-west route through Wichita and Sedgwick County. Expansion of the Kellogg Avenue (US54/400) Corridor from a four lane expressway to the six lane freeway, known as the Kellogg Flyover, began in 1990 just west of Wichita's Central Business District. Successive projects have extended the freeway section both east and west for a total 13 mile long six lane freeway from 111th Street on the west side to 1/2 mile east of Rock Road (Cypress Street) on the east side. The current six lane improvement ends at Cypress Street and abuts the existing four lane segment. The existing four lanes extend east through the interchange at I-35 / Kansas Turnpike Authority (KTA) and major at-grade intersections at Webb Road and at Greenwich Road to 127th Street East (Project I). It continues as a four lane through the interchange at K-96 and at-grade intersections at 143rd and 159th (Project II).

On December 4, 2007, the City Council approved an agreement with PB Americas, Inc. (PB), and a consortium of local consulting engineering firms including Baughman, TranSystems and MKEC to prepare construction plans for a Kellogg Avenue (US54/400) freeway from Cypress to 127th Street East (Project I). A second project was approved with the same consortium to develop right-of-way plans for East Kellogg Avenue (US54/400) from 127th Street East to 159th Street East (Project II). The design team has prepared design concepts for both projects. The concept from Greenwich to 159th Street East was approved by City Council on January 12, 2010. On April 14, 2009, KDOT/Andover began developing design concepts for improving Kellogg from 159th Street East through Andover.

Analysis: The signalized intersections in this corridor are currently at or near capacity. In response to the continued growth of east Wichita, the City has initiated final design for approximately 2.5 miles of Kellogg Avenue (US54/400) from Cypress Road to 127th Street East. The improvement to freeway standards would efficiently carry the projected 2040 design year traffic volumes that are estimated to be in the range from 99,900 to 129,500 vehicles per day on Kellogg. The freeway width would be designed to accommodate an eight-lane section, but would initially be opened as a six lane section. Kellogg Avenue (US54/400) will have full access control and access control will be implemented on the intersecting arterial streets.

The most complex portion of this design was in the area between the KTA and Webb Road. When the KTA (Plaza 50) was constructed Webb Road was a secondary road in a rural area. In the past 50 years, the area has become urbanized and Webb Road has become a major arterial street. The task of providing two conventional interchanges as close together as Webb and the KTA toll plaza is recognized by industry professionals as difficult, at best. After screening many initial proposals, concepts were narrowed to three options at the Webb/KTA Interchange: U-Turn; Signalized; and Roundabout. Evaluations for each of the three options were conducted using factors such as traffic operations, safety, right-of-way impacts, and construction cost. Additional factors taken into consideration were driver expectancy, renewed impacts to previously affected businesses, potential for future expansion, and access for adjacent properties during construction.

Although the construction of an interchange to serve Webb Road would clearly perform the best, in relation to the volume of local traffic accessing Webb Road, it would eventually require closure of the KTA entrance, (known as exit 50). Although the KTA has a new interchange just 2 1/2 miles east, this option was not supported by the KTA nor by KDOT. The design option that KDOT and KTA did favor requires a signalized interchange at the KTA and reduces Webb Road to a partial interchange. Although this option requires an additional signalized stop for traffic exiting Kellogg to access Webb Road and will create delays for local traffic, it does provide a direct connection from Kellogg to the KTA at exit 50. It will also add a minimum of \$10 million to the cost of the option being recommended by the consultant which constructs the interchange at the KTA.

The final design concept recommendation provides a six lane freeway initially, with one-way frontage roads and interchanges at the KTA and at Greenwich Road. Webb Road will be reduced to a partial interchange. Modeling of the recommended concepts revealed that the high volume of traffic on the intersecting major arterial streets requires access control along the arterials. For the intersections to function efficiently, it is important that access be limited within the affected area. The recommended design concepts are described in more detail in the Executive Summary and the Design Concept Report – Project I. Selection and approval of a concept will allow the City to proceed with full design for construction plans and begin the acquisition of right of way upon completion of the environmental clearance process.

Financial Considerations: At this time, the Council has authorized \$7,526,895 for design of Kellogg from Cypress to 127th Street East. Staff is requesting that the Council initiate another \$25 million for right-of-way acquisition. This project is included in the Authorized 2009-2018 Capital Improvement Program, with \$47,300,000 in local sales tax funding proposed in years 2009-2011.

Goal Impact: These projects address the Efficient Infrastructure goal by providing a safe and efficient transportation system. They address the Economic and Affordable Living goal by providing a public improvement which reduces the cost of transportation. It also improves the air quality of the region whereby the goal of a Safe and Secure Community is met by improving environmental health.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council select a design concept including approving access controls, authorize the completion of construction plans, authorize the signing of State/Federal agreements as required and approve the budget.

Attachment: None.

**City of Wichita
City Council Meeting
March 2, 2010**

TO: Mayor and City Council

SUBJECT: West Kellogg Freeway, 111th Street West to 143rd Street West
(Districts IV & V)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendations: Approve the budget revision.

Background: On January 6, 2009, the City Council approved the design concept for the Kellogg Freeway, between 111th Street West and 143rd Street West. The Council also approved funding to begin opportunity right-of-way acquisition.

Analysis: The proposed improvement is a six-lane freeway with grade separation at 119th and 135th Streets West. Frontage roads will provide access to adjacent properties.

Financial Considerations: The existing right-of-way budget is \$1,500,000. It is proposed that \$13,000,000 be added to the budget for right-of-way acquisition. Sufficient funding is programmed in the 2009-2018 Capital Improvement Program. The funding source is the Local Sales Tax.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow across a vital transportation route.

Legal Considerations: The authorizing resolution has been approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the budget revision, adopt the resolution and authorize the signing of State/Federal agreements as required.

Attachments: CIP sheet and resolution.

Published in the Wichita Eagle on March 5, 2010

RESOLUTION NO. 10-049

A RESOLUTION AMENDING RESOLUTION NO. 09-003 AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE TO IMPROVE KELLOGG, BETWEEN 143RD STREET WEST AND 11TH STREET WEST (472-84784).

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 2 of Resolution 09-003 is hereby amended to read as follows:

“SECTION 2. The total cost is estimated to be Fourteen Million Five Hundred Thousand Dollars (\$14,500,000) exclusive of the cost of interest on borrowed money, with the total paid by the issuance of bonds by the City of Wichita.”

SECTION 2. The original of SECTION 2 of Resolution No. 09-003 is hereby rescinded.

SECTION 3. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 5th day of March, 2010.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

APPROVED AT TO FORM:

Gary E. Rebenstorf
Director of Law

CAPITAL IMPROVEMENT							
PROJECT AUTHORIZATION							
CITY OF WICHITA							
USE: <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td>To Initiate Project</td> <td></td> </tr> <tr> <td>To Revise Project</td> <td>X</td> </tr> </table>				To Initiate Project		To Revise Project	X
To Initiate Project							
To Revise Project	X						
1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.							
1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 2/11/2010	4. Project Description & Location Kellogg Freeway, 111th St West - 143rd St West				
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year) 2010	8. Approved by WCC Date				
9. Estimated Start Date	10. Estimated Completion Date						
As Required	11. Project Revised						
12. Project Cost Estimate							
ITEM	GO	SA	LST				
Right of Way							
Paving, grading & const.							
Bridge & Culverts							
Drainage							
Sanitary Sewer							
Sidewalk							
Water							
Freeway			\$14,500,000				
Totals			\$14,500,000				
Total CIP Amount Budgeted			\$14,500,000				
Total Prelim. Estimate			472-84784				
13. Recommendation: Approve the design concept, ROW acquisition budget increase and resolution							
Division Head	Department Head	Budget Officer	City Manager				

**City of Wichita
City Council Meeting
March 2, 2010**

To: Mayor and City Council

Subject: DER2009-00013 Amendment to the “Wichita-Sedgwick County Unified Zoning Code” related to Entertainment Establishments, Event Center and Teen Club, residential fence height and minor corrections. (All Districts)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Non-Consent)

MAPC Recommendation: Approve (9-0).

MAPD Staff Recommendation: Approve.

Background: The City of Wichita adopted amendments on December 4, 2009, to Chapters 3.11, 3.30 and 4.16 of the Code of the City of Wichita regarding Entertainment Establishments, Drinking Establishments and Community Events. This action completed an earlier round of changes adopted on March 23, 2009.

The recent codification of the Unified Zoning Code (“UZC”) incorporated a definition of Entertainment Establishment and Event Center and identified these uses as being treated the same as Taverns and Drinking Establishments and Nightclubs in the City, according to supplementary use regulations of the UZC. DER2009-00013 would complete this process by adding the recently adopted definition of Teen Club from Sec. 3.30 of the City Code, and by identifying the zoning districts where these uses would be permitted.

As presented in this staff report, Teen Clubs, Event Centers and Entertainment Establishments would be permitted in the same districts as Taverns and Drinking Establishments and Nightclubs in the City. This would be as a by-right use in the LC Limited Commercial (“LC”), GC General Commercial (“GC”), CBD Central Business District (“CBD”), LI Limited Industrial (“LI”) and GI General Industrial (“GI”), unless the use falls within a certain distance of a church, public park, public or parochial school or residential zoning district. Reasons for Conditional Use review include potential noise associated with gatherings where dancing and live entertainment are provided and the congregating of people in the parking lots patronizing the establishments. Taverns and Drinking Establishments and Nightclubs in the City have required Conditional Use review since January 18, 1991, when located in close proximity (200 feet) to residential zoning, schools, churches and parks. The amendments effective September 25, 2009, added Entertainment Establishments and Event Center to the same level of review. Teen Clubs and the addition of Entertainment Establishments not involving alcohol were redefined by the City Code amendments on December 4, 2009.

Currently, the distance triggering Conditional Use review is 200 feet. It is recommended this distance be retained for the entertainment venues (Teen Club, Event Center and Entertainment Establishment) not involving alcohol sales, but that it be increased to 300 feet in conformance with the distance requirements for Sec. 3.30.180 of the City Code for those that are licensed for sale of alcoholic beverages or cereal malt beverages (Taverns and Drinking Establishments, Nightclubs in the City and Entertainment Establishments in the City that are considered Nightclubs).

Other Changes: The other substantive change included in these proposed amendments relate to residential fence heights and safety concerns. Repeated requests have been made by neighbors to Public

Works and the Office of Central Inspection about the danger of tall fences extending to the edge of the property line next to driveways. These are fences allowed within setbacks as an encroachment by the UZC. The concern is the lack of visibility of pedestrians (especially children) when vehicles are backing out of driveways until the vehicle is upon the pedestrian, and the inability to see vehicles on the street until the car is all the way to the edge of the street since the area between the fence and the street is typically less than a car length. The suggested amendment is to reduce the height of solid or semi-solid fencing (80 percent or more opacity) to three feet within 20 feet of these points. Essentially, this is adding a car length for visibility to observe pedestrians and vehicles that are backing out of a driveway. Similar restrictions have been proposed for landscape plantings in setbacks where the landscaping could create a visibility concern like the screening and fencing. A few minor corrections to the July 9, 2009 Edition of the Unified Zoning Code are added.

Analysis: At the MAPC public hearing held on January 7, 2010, the MAPC voted (13-0) to defer the proposed changes in order to add language that would address potential sight clearance issues from plant materials similar to the proposed changes for screening. At the MAPC meeting held January 21, 2010, this additional language was incorporated. The issue was raised that the screening and landscape restrictions would be out of character in rural areas, and it was suggested the restricted apply only where streets are paved with curbs and gutters in the unincorporated County. One citizen spoke in support of this limitation. MAPC voted (9-0) to recommend adoption of these changes to the Unified Zoning Code.

Financial Considerations: None

Goal Impact: Promote Economic Vitality

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Approve the amendment to the Wichita-Sedgwick County Unified Zoning Code as recommended by the Metropolitan Area Planning Commission, adopt the ordinance and place the ordinance on first reading.

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

2. Return the amendment to the MAPC for reconsideration.

Attachments: Delineated ordinance, MAPC Minutes of January 7, 2010, and January 21, 2010.

ORDINANCE NO. 48-635

AN ORDINANCE AMENDING THE SECTIONS LISTED BELOW OF THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE (JULY 9, 2009 EDITION), AS ADOPTED BY REFERENCE IN THE CITY OF WICHITA CODE SEC. 28.04.010 BY ORDINANCE NO. 48-451, IN SECTION II-B.4.1, SECTION II-B.9.b, SECTION II-B.13.c –k, SECTION III-B.12.b(3); SECTION III-B.14.b(3), SECTION III-B.16.b(3), SECTION III-B.19.b(3), SECTION III-B.20.b(3), and SECTION III-B.21.b(3); SECTION III-C.1.c(3), SECTION III-C.6.b; SECTION III-D USE REGULATION SCHEDULE, SECTION III-D.6.w, SECTION III-E.1.e.(1)(a), AND SECTION III-E.1.e.(1)(b), PERTAINING TO ENTERTAINMENT ESTABLISHMENT IN THE CITY, EVENT CENTER IN THE CITY AND TEEN CLUB IN THE CITY, TO AMEND DISTANCE REQUIREMENTS FROM 200 TO 300 FEET FOR TAVERNS, DRINKING ESTABLISHMENTS, NIGHTCLUBS IN THE CITY AND ENTERTAINMENT ESTABLISHMENTS IN THE CITY WHEN CONSIDERED NIGHTCLUBS AND TO ESTABLISH DISTANCE REQUIREMENTS OF 200 FEET FOR ENTERTAINMENT ESTABLISHMENTS NOT CONSIDERED NIGHTCLUBS IN THE CITY, EVENT CENTERS OR TEEN CLUBS, TO SCREENING AND FENCING IN SETBACKS AND MINOR CORRECTIONS.

WHEREAS, under the authority of K.S.A. 12-741, et seq., the City of Wichita desires to adopt amendments to the Wichita-Sedgwick County Unified Zoning Code to amend regulations for certain districts, including Entertainment Establishments in the City, Event Center in the City, Teen Club in the City, Tavern and Drinking Establishments, to amend landscape, fencing and screening features allowed within certain setbacks and to make minor corrections; and

WHEREAS, by K.S.A. 12-770, the City of Wichita may adopt reasonable regulations for the development and operation of these uses and features allowed within setbacks; and

WHEREAS, the governing body of the City of Wichita finds and determines that the regulations set forth in this ordinance are reasonable regulations for the development of these uses and features allowed within setbacks;

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. Section II-B.4.1 of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended as follows:

Entertainment Establishment(s) in the City means any Event Center or any person or entity that provides entertainment as defined by Chapter 3.30 of the Code of the City of Wichita or any person or entity that provides a venue for any such entertainment. For purposes of this Code, Entertainment Establishment(s) in the City where the establishment is licensed to sell alcoholic liquor or cereal malt beverage or if alcoholic liquor or cereal malt beverage will be offered, consumed or served on the premises shall be considered a Nightclub in the City.

SECTION 2. Section II-B.9.b of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended as follows:

Nightclub in the City means an establishment located in the City that provides entertainment, which may include the provision of dancing by employees or patrons, and where cereal malt beverage or alcoholic liquor are offered, consumed or served to the public or its members, and which may or may not serve food. When the Nightclub in the City qualifies as an “Adult Entertainment Establishment” under Chapter 3.05 of the Code of the City of Wichita, its Uses shall be governed in this Code by the requirements for “Sexually Oriented Businesses in the City.”

SECTION 3. Section II-B.13.c-k of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended to read as follows:

- c. **Teen Club in the City** means any building or part or other enclosed place where a teen dance is held or teen dancing is permitted as defined in Sec. 3.30.020 of the Code of the City of Wichita.
- d. **Trailer** means every vehicle without motive power designed to carry property or passengers wholly on its own structure and to be drawn by a Motor Vehicle.
- e. **Transfer Station** means any enclosed facility where solid wastes are transferred from one vehicle or rail car to another or where solid wastes are stored and consolidated before being transported for disposal elsewhere.
- f. **Transient Guest** means a person who occupies a room for a period of less than one week at a time.
- g. **Underlying District** means the existing base zoning district classification that is applied to land in an Overlay District.
- h. **University or College** means an institution of higher education (post High School) offering undergraduate or graduate degrees in higher learning, including seminaries.
- i. **Use** means the purpose for which land or a Building is arranged, designed or intended, or for which either land or a Building is or may be occupied or maintained.
- j. **Utility, Major** means generating plants; electrical switching facilities and primary substations; water and wastewater treatment plants; water tanks; and radio, television and microwave transmission towers; and similar facilities of agencies that are under public franchise or ownership to provide the general public with electricity, gas, heat, steam, communication, rail transportation, water, sewage collection or other similar service. The term Utility, Major shall not be construed to include corporate or general offices; gas or oil processing; manufacturing facilities; postal facilities, communication switching facilities that are accompanied by office uses, telecommunication carrier with transmission equipment for long-distance calls and high-speed Internet connections with one or more telecommunication carrier located within a Building, or other uses defined in this section.

- k. **Utility, Minor** means services and facilities of agencies that are under public franchise or ownership to provide services that are essential to support development and that involve only minor Structures, such as poles and lines, and Structures not exceeding 150 cubic feet in size and six feet in height that do not generate discernable noise, odor or vibration within any nearby residential District, and that comply with the Setback requirements of the District in which they are located.

SECTION 4. Section III-B.12.b(3) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended as follows:

Automated Teller Machine

SECTION 5. Section III-B.14.b(3) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended to add as follows:

Entertainment Establishment in the City, subject to Sec. III-D.6.w
Event Center in the City, subject to Sec. III-D.6.w
Teen Club in the City, subject to Sec. III-D.6.w

SECTION 6. Section III-B.16.b(3) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended to add as follows:

Entertainment Establishment in the City, subject to Sec. III-D.6.w
Event Center in the City, subject to Sec. III-D.6.w
Teen Club in the City, subject to Sec. III-D.6.w

SECTION 7. Section III-B.19.b(3) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended to add as follows:

Entertainment Establishment in the City, subject to Sec. III-D.6.w
Event Center in the City, subject to Sec. III-D.6.w
Teen Club in the City, subject to Sec. III-D.6.w

SECTION 8. Section III-B.20.b(3) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended to add as follows:

Entertainment Establishment in the City, subject to Sec. III-D.6.w
Event Center in the City, subject to Sec. III-D.6.w
Teen Club in the City, subject to Sec. III-D.6.w

SECTION 9. Section III-B.21.b(3) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended to add as follows:

Entertainment Establishment in the City, subject to Sec. III-D.6.w
 Event Center in the City, subject to Sec. III-D.6.w
 Teen Club in the City, subject to Sec. III-D.6.w

SECTION 10. Section III-C.1.c(3) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended as:

The following otherwise applicable zoning standards and regulations may be varied or modified as part of the PUD plan approval and rezoning process, subject to the limitations imposed by Sec. III-C.1.c(2): Lot Area, Building Height, Setbacks, Open Space, off-street Parking and Loading Space, Sign, Screening, Landscaping and compatibility standards.

SECTION 11. Section III-C.6.b(2) and (3) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended as:

- (2) decreasing the number or average density of Dwelling Units that may be constructed on the Site;
- (3) increasing minimum Lot Area or Lot Width

SECTION 12. Section III-D Use Regulations Schedule of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended to add the following uses:

P = Permitted Use
 C = Conditional Use

USE TYPE	ZONING DISTRICTS																				conditions		
	S	S				M	M																
	F	F	S	T	F	F																	
	R	2	1	F	F	1	2		M	N	G	N	L		O	G	I	P	C	L			
	R	0	0	5	3	8	9	B	H	O	O	R	C	W	C	A	P	D	I	G		F	
COMMERCIAL																							
Entertainment Establishment in the City														P		P			P	P	P	P	D.6.w
Event Center in the City														P		P			P	P	P	P	D.6.w

USE TYPE	ZONING DISTRICTS																						conditions
		S	S			M	M										I						
	F	F	S	T	F	F										P		C					
	R	2	1	F	F	1	2	M	N	G	N	L	O	G	-	I	B	L	G	F			
	R	0	0	5	3	8	9	B	H	O	O	R	C	W	C	A	P	D	I	B			
Teen Club in the City													P		P			P	P	P	P	D.6.w	
Vehicle Repair, General															P			P	P	P	P		

SECTION 13. Section III-D.6.w of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended as:

Taverns and Drinking Establishments, clubs, Nightclubs in the City and Entertainment Establishments in the City. Although listed as permitted Uses in some Districts, Taverns, Drinking Establishments, clubs, Nightclubs in the City and Entertainment Establishments in the City, when considered Nightclubs in the City, shall be considered Conditional Uses and subject to Sec. V-D (Conditional Use review procedures) when located within 300 feet of a Church or Place of Worship, public Park, public or parochial School or residential zoning District. Event Centers in the City, Teen Clubs in the City and Entertainment Establishments, when not considered as Nightclubs in the City, shall be considered Conditional Uses and subject to Sec. V-D (Conditional Use review procedures) when located within 200 feet of a Church or Place of Worship, public Park, public or parochial School or residential zoning District. These distances shall be measured from the nearest Lot Line of the Church or Place of Worship, public Park, public or parochial School or residential zoning District to the nearest Lot Line of the premises on which the Tavern, Drinking Establishment, club, Nightclub, Entertainment Establishment, Event Center or Teen Club is located or of any Parking Area designated to be used by the patrons of such businesses, whichever is closest. For purposes of this measurement, the required Parking Spaces for such a business located within a multi-tenant Structure or shopping center are those located nearest the public entrance to the business. "Establishment" of any Tavern, Drinking Establishment, club Nightclub business, Entertainment Establishment, Event Center or Teen Club shall be deemed to include the opening of such a business as a new business, the relocation of such businesses or the conversion of an existing business location to any such business use, or any expansion of such a business beyond the existing square footage of the premises. Nightclubs in the City that qualify as Sexually Oriented Businesses in the City shall be permitted Uses in those districts that allow Sexually Oriented Businesses in the City, if the location of the operation is no less than 500 feet from a Church or Place of Worship, School, public Park, licensed Day

Care center, the boundary of any residential District, the boundary of the OT-O District, or any other Sexually Oriented Business.

SECTION 14. Section III-E.1.e(1)(a) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended as:

Trees, shrubbery or other features of natural growth; except that, within the City and those portions of the County along urban standard roads (curbs and gutters), when shrubbery or other features of natural growth have more than 80 percent opacity, the maximum height along the side Lot Line shall not exceed three feet within 20 feet of its intersection with the street right-of-way line, and further that along any Lot Line within 20 feet of the intersection of the street right-of-way with an ingress/egress driveway, the maximum height shall not exceed three feet.

SECTION 15. Section III-E.1.e(1)(b) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended as:

Fences or Screening Walls that do not exceed eight feet in height as measured on the side of the Fence with the least vertical exposure above finished grade, except that, within the City and in those portions of the County along urban standard roads (curbs and gutters), for Fences or Screening Walls with more than 80 percent opacity, the maximum height along the side Lot Line shall not exceed three feet within 20 feet of its intersection with the street right-of-way line, and further that along any Lot Line within 20 feet of the intersection of the street right-of-way with an ingress/egress driveway, the maximum height shall not exceed three feet.

SECTION 16. This ordinance shall be included in the Code of the City of Wichita and shall be effective upon its adoption and publication once in the official City newspaper.

PASSED AND ADOPTED by the governing body at Wichita, Kansas,
This 9th day of March, 2010.

Carl Brewer, Mayor

ATTEST:

Karen Sublet, City Clerk

Gary E. Rebenstorf, City Attorney

(SEAL)

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE SECTIONS LISTED BELOW OF THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE (JULY 9, 2009 EDITION), AS ADOPTED BY REFERENCE IN THE CITY OF WICHITA CODE SEC. 28.04.010 BY ORDINANCE NO. 48-451, IN SECTION II-B.4.1, SECTION II-B.9.b, SECTION II-B.13.c –k, SECTION III-B.12.b(3); SECTION III-B.14.b(3), SECTION III-B.16.b(3), SECTION III-B.19.b(3), SECTION III-B.20.b(3), and SECTION III-B.21.b(3); SECTION III-C.1.c(3), SECTION III-C.6.b; SECTION III-D USE REGULATION SCHEDULE, SECTION III-D.6.w, SECTION III-E.1.e.(1)(a), AND SECTION III-E.1.e.(1)(b), PERTAINING TO ENTERTAINMENT ESTABLISHMENT IN THE CITY, EVENT CENTER IN THE CITY AND TEEN CLUB IN THE CITY, TO AMEND DISTANCE REQUIREMENTS FROM 200 TO 300 FEET FOR TAVERNS, DRINKING ESTABLISHMENTS, NIGHTCLUBS IN THE CITY AND ENTERTAINMENT ESTABLISHMENTS IN THE CITY WHEN CONSIDERED NIGHTCLUBS AND TO ESTABLISH DISTANCE REQUIREMENTS OF 200 FEET FOR ENTERTAINMENT ESTABLISHMENTS NOT CONSIDERED NIGHTCLUBS IN THE CITY, EVENT CENTERS OR TEEN CLUBS, TO SCREENING AND FENCING IN SETBACKS AND MINOR CORRECTIONS.

WHEREAS, under the authority of K.S.A. 12-741, et seq., the City of Wichita desires to adopt amendments to the Wichita-Sedgwick County Unified Zoning Code to amend regulations for certain districts, including Entertainment Establishments in the City, Event Center in the City, Teen Club in the City, Tavern and Drinking Establishments, to amend landscape, fencing and screening features allowed within certain setbacks and to make minor corrections; and

WHEREAS, by K.S.A. 12-770, the City of Wichita may adopt reasonable regulations for the development and operation of these uses and features allowed within setbacks; and

WHEREAS, the governing body of the City of Wichita finds and determines that the regulations set forth in this ordinance are reasonable regulations for the development of these uses and features allowed within setbacks;

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. Section II-B.4.1 of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended as follows:

Entertainment Establishment(s) in the City means any Event Center or any person or entity that provides entertainment as defined by Chapter 3.30 of the Code of the City of Wichita or any person or entity that provides a venue for any such entertainment. For purposes of this Code, Entertainment Establishment(s) in the City where the establishment is licensed to sell alcoholic liquor or cereal malt beverage or if alcoholic liquor or cereal malt beverage will be offered, consumed or served on the premises shall be considered a Nightclub in the City.

SECTION 2. Section II-B.9.b of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended as follows:

Nightclub in the City means an establishment located in the City that provides entertainment, which may include the provision of dancing by employees or patrons, and where cereal malt beverage or alcoholic liquor are offered, consumed or served to the public or its members, and which may or may not serve food. When the Nightclub in the City qualifies as an “Adult Entertainment Establishment” under Chapter 3.05 of the Code of the City of Wichita, its Uses shall be governed in this Code by the requirements for “Sexually Oriented Businesses in the City.”

SECTION 3. Section II-B.13.c-k of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended to read as follows:

- c. **Teen Club in the City** means any building or part or other enclosed place where a teen dance is held or teen dancing is permitted as defined in Sec. 3.30.020 of the Code of the City of Wichita.
- d. **Trailer** means every vehicle without motive power designed to carry property or passengers wholly on its own structure and to be drawn by a Motor Vehicle.
- e. **Transfer Station** means any enclosed facility where solid wastes are transferred from one vehicle or rail car to another or where solid wastes are stored and consolidated before being transported for disposal elsewhere.
- f. **Transient Guest** means a person who occupies a room for a period of less than one week at a time.
- g. **Underlying District** means the existing base zoning district classification that is applied to land in an Overlay District.
- h. **University or College** means an institution of higher education (post High School) offering undergraduate or graduate degrees in higher learning, including seminaries.
- i. **Use** means the purpose for which land or a Building is arranged, designed or intended, or for which either land or a Building is or may be occupied or maintained.
- j. **Utility, Major** means generating plants; electrical switching facilities and primary substations; water and wastewater treatment plants; water tanks; and radio, television and microwave transmission towers; and similar facilities of agencies that are under public franchise or ownership to provide the general public with electricity, gas, heat, steam, communication, rail transportation, water, sewage collection or other similar service. The term Utility, Major shall not be construed to include corporate or general offices; gas or oil processing; manufacturing facilities; postal facilities, communication switching facilities that are accompanied by office uses, telecommunication carrier with transmission equipment for long-distance calls and high-speed Internet connections with one or more telecommunication carrier located within a Building, or other uses defined in this section.

- k. **Utility, Minor** means services and facilities of agencies that are under public franchise or ownership to provide services that are essential to support development and that involve only minor Structures, such as poles and lines, and Structures not exceeding 150 cubic feet in size and six feet in height that do not generate discernable noise, odor or vibration within any nearby residential District, and that comply with the Setback requirements of the District in which they are located.

SECTION 4. Section III-B.12.b(3) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended as follows:

Automated Teller Machine

SECTION 5. Section III-B.14.b(3) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended to add as follows:

Entertainment Establishment in the City, subject to Sec. III-D.6.w
Event Center in the City, subject to Sec. III-D.6.w
Teen Club in the City, subject to Sec. III-D.6.w

SECTION 6. Section III-B.16.b(3) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended to add as follows:

Entertainment Establishment in the City, subject to Sec. III-D.6.w
Event Center in the City, subject to Sec. III-D.6.w
Teen Club in the City, subject to Sec. III-D.6.w

SECTION 7. Section III-B.19.b(3) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended to add as follows:

Entertainment Establishment in the City, subject to Sec. III-D.6.w
Event Center in the City, subject to Sec. III-D.6.w
Teen Club in the City, subject to Sec. III-D.6.w

SECTION 8. Section III-B.20.b(3) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended to add as follows:

Entertainment Establishment in the City, subject to Sec. III-D.6.w
Event Center in the City, subject to Sec. III-D.6.w
Teen Club in the City, subject to Sec. III-D.6.w

SECTION 9. Section III-B.21.b(3) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended to add as follows:

Entertainment Establishment in the City, subject to Sec. III-D.6.w
 Event Center in the City, subject to Sec. III-D.6.w
 Teen Club in the City, subject to Sec. III-D.6.w

SECTION 10. Section III-C.1.c(3) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended as:

The following otherwise applicable zoning standards and regulations may be varied or modified as part of the PUD plan approval and rezoning process, subject to the limitations imposed by Sec. III-C.1.c(2): Lot Area, Building Height, Setbacks, Open Space, off-street Parking and Loading Space, Sign, Screening, Landscaping and compatibility standards.

SECTION 11. Section III-C.6.b(2) and (3) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended as:

- (2) decreasing the number or average density of Dwelling Units that may be constructed on the Site;
- (3) increasing minimum Lot Area or Lot Width

SECTION 12. Section III-D Use Regulations Schedule of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended to add the following uses:

P = Permitted Use
 C = Conditional Use

USE TYPE		ZONING DISTRICTS																		conditions
		S R	S 2	S 1	S F	S F	T F	M 1	M 2											
COMMERCIAL		R	2	1	F	F	1	2		B	H	O	R	C	W	G	I	P	C	
		R	0	0	5	3	8	9		B	H	O	R	C	W	G	I	P	C	
Entertainment Establishment in the City														P		P		P	P	P
Event Center in the City														P		P		P	P	P

USE TYPE	ZONING DISTRICTS																						conditions
		S	S			M	M																
	F	F	S	T	F	F										I						A	
	R	2	1	F	F	1	2		M	N	G	N	L		O	G	P		C	L		F	
	R	0	0	5	3	8	9	B	H	O	O	R	C	W	C	A	P	D	I	I	B		
Teen Club in the City													P		P			P	P	P	P	D.6.w	
Vehicle Repair, General															P			P	P	P	P		

SECTION 13. Section III-D.6.w of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended as:

Taverns and Drinking Establishments, clubs, Nightclubs in the City and Entertainment Establishments in the City. Although listed as permitted Uses in some Districts, Taverns, Drinking Establishments, clubs, Nightclubs in the City and Entertainment Establishments in the City, when considered Nightclubs in the City, shall be considered Conditional Uses and subject to Sec. V-D (Conditional Use review procedures) when located within 300 feet of a Church or Place of Worship, public Park, public or parochial School or residential zoning District. Event Centers in the City, Teen Clubs in the City and Entertainment Establishments, when not considered as Nightclubs in the City, shall be considered Conditional Uses and subject to Sec. V-D (Conditional Use review procedures) when located within 200 feet of a Church or Place of Worship, public Park, public or parochial School or residential zoning District. These distances shall be measured from the nearest Lot Line of the Church or Place of Worship, public Park, public or parochial School or residential zoning District to the nearest Lot Line of the premises on which the Tavern, Drinking Establishment, club, Nightclub, Entertainment Establishment, Event Center or Teen Club is located or of any Parking Area designated to be used by the patrons of such businesses, whichever is closest. For purposes of this measurement, the required Parking Spaces for such a business located within a multi-tenant Structure or shopping center are those located nearest the public entrance to the business. "Establishment" of any Tavern, Drinking Establishment, club Nightclub business, Entertainment Establishment, Event Center or Teen Club shall be deemed to include the opening of such a business as a new business, the relocation of such businesses or the conversion of an existing business location to any such business use, or any expansion of such a business beyond the existing square footage of the premises. Nightclubs in the City that qualify as Sexually Oriented Businesses in the City shall be permitted Uses in those districts that allow Sexually Oriented Businesses in the City, if the location of the operation is no less than 500 feet from a Church or Place of Worship, School, public Park, licensed Day

Care center, the boundary of any residential District, the boundary of the OT-O District, or any other Sexually Oriented Business.

SECTION 14. Section III-E.1.e(1)(a) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended as:

Trees, shrubbery or other features of natural growth; except that, within the City and those portions of the County along urban standard roads (curbs and gutters), when shrubbery or other features of natural growth have more than 80 percent opacity, the maximum height along the side Lot Line shall not exceed three feet within 20 feet of its intersection with the street right-of-way line, and further that along any Lot Line within 20 feet of the intersection of the street right-of-way with an ingress/egress driveway, the maximum height shall not exceed three feet.

SECTION 15. Section III-E.1.e(1)(b) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended as:

Fences or Screening Walls that do not exceed eight feet in height as measured on the side of the Fence with the least vertical exposure above finished grade, except that, within the City and in those portions of the County along urban standard roads (curbs and gutters), for Fences or Screening Walls with more than 80 percent opacity, the maximum height along the side Lot Line shall not exceed three feet within 20 feet of its intersection with the street right-of-way line, and further that along any Lot Line within 20 feet of the intersection of the street right-of-way with an ingress/egress driveway, the maximum height shall not exceed three feet.

SECTION 16. This ordinance shall be included in the Code of the City of Wichita and shall be effective upon its adoption and publication once in the official City newspaper.

PASSED AND ADOPTED by the governing body at Wichita, Kansas,
this _____ day of _____, 2010.

Carl Brewer, Mayor

ATTEST:

Karen Sublet, City Clerk

Gary E. Rebenstorf, City Attorney

(SEAL)

(150004) Published in the Wichita Eagle on _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE SECTIONS LISTED BELOW OF THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE (JULY 9, 2009 EDITION), AS ADOPTED BY REFERENCE IN THE CITY OF WICHITA CODE SEC. 28.04.010 BY ORDINANCE NO. 48-451, IN SECTION II-B.4.1, SECTION II-B.9.b, SECTION II-B.13.c –k, SECTION III-B.12.b(3); SECTION III-B.14.b(3), SECTION III-B.16.b(3), SECTION III-B.19.b(3), SECTION III-B.20.b(3), and SECTION III-B.21.b(3); SECTION III-C.1.c(3), SECTION III-C.6.b; SECTION III-D USE REGULATION SCHEDULE, SECTION III-D.6.w, SECTION III-E.1.e.(1)(a), AND SECTION III-E.1.e.(1)(b), PERTAINING TO ENTERTAINMENT ESTABLISHMENT IN THE CITY, EVENT CENTER IN THE CITY AND TEEN CLUB IN THE CITY, TO AMEND DISTANCE REQUIREMENTS FROM 200 TO 300 FEET FOR TAVERNS, DRINKING ESTABLISHMENTS, NIGHTCLUBS IN THE CITY AND ENTERTAINMENT ESTABLISHMENTS IN THE CITY WHEN CONSIDERED NIGHTCLUBS AND TO ESTABLISH DISTANCE REQUIREMENTS OF 200 FEET FOR ENTERTAINMENT ESTABLISHMENTS NOT CONSIDERED NIGHTCLUBS IN THE CITY, EVENT CENTERS OR TEEN CLUBS, TO SCREENING AND FENCING IN SETBACKS AND MINOR CORRECTIONS.

WHEREAS, under the authority of K.S.A. 12-741, et seq., the City of Wichita desires to adopt amendments to the Wichita-Sedgwick County Unified Zoning Code to amend regulations for certain districts, including Entertainment Establishments in the City, Event Center in the City, Teen Club in the City, Tavern and Drinking Establishments, to amend landscape, fencing and screening features allowed within certain setbacks and to make minor corrections; and

WHEREAS, by K.S.A. 12-770, the City of Wichita may adopt reasonable regulations for the development and operation of these uses and features allowed within setbacks; and

WHEREAS, the governing body of the City of Wichita finds and determines that the regulations set forth in this ordinance are reasonable regulations for the development of these uses and features allowed within setbacks;

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. Section II-B.4.1 of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended as follows:

Entertainment Establishment(s) in the City means any Event Center or any person or entity that provides entertainment as defined by Chapter 3.30 of the Code of the City of Wichita or any person or entity that provides a venue for any such entertainment. For purposes of this Code, Entertainment Establishment(s) in the City where the establishment is licensed to sell alcoholic liquor or cereal malt beverage or if alcoholic liquor or cereal malt beverage will be offered, consumed or served on the premises shall be considered a Nightclub in the City.

SECTION 2. Section II-B.9.b of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended as follows:

Nightclub in the City means an establishment located in the City that provides entertainment, which may include the provision of dancing by employees or patrons, and where cereal malt beverage or alcoholic liquor are offered, consumed or served to the public or its members, and which may or may not serve food. When the Nightclub in the City qualifies as an “Adult Entertainment Establishment” under Chapter 3.05 of the Code of the City of Wichita, its Uses shall be governed in this Code by the requirements for “Sexually Oriented Businesses in the City.”

SECTION 3. Section II-B.13.c-k of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended to read as follows:

- c. **Teen Club in the City** means any building or part or other enclosed place where a teen dance is held or teen dancing is permitted as defined in Sec. 3.30.020 of the Code of the City of Wichita.
- d. **Trailer** means every vehicle without motive power designed to carry property or passengers wholly on its own structure and to be drawn by a Motor Vehicle.
- e. **Transfer Station** means any enclosed facility where solid wastes are transferred from one vehicle or rail car to another or where solid wastes are stored and consolidated before being transported for disposal elsewhere.
- f. **Transient Guest** means a person who occupies a room for a period of less than one week at a time.
- g. **Underlying District** means the existing base zoning district classification that is applied to land in an Overlay District.
- h. **University or College** means an institution of higher education (post High School) offering undergraduate or graduate degrees in higher learning, including seminaries.
- i. **Use** means the purpose for which land or a Building is arranged, designed or intended, or for which either land or a Building is or may be occupied or maintained.
- j. **Utility, Major** means generating plants; electrical switching facilities and primary substations; water and wastewater treatment plants; water tanks; and radio, television and microwave transmission towers; and similar facilities of agencies that are under public franchise or ownership to provide the general public with electricity, gas, heat, steam, communication, rail transportation, water, sewage collection or other similar service. The term Utility, Major shall not be construed to include corporate or general offices; gas or oil processing; manufacturing facilities; postal facilities, communication switching facilities that are accompanied by office uses, telecommunication carrier with transmission equipment for long-distance calls and high-speed Internet connections with one or more telecommunication carrier located within a Building, or other uses defined in this section.

- k. **Utility, Minor** means services and facilities of agencies that are under public franchise or ownership to provide services that are essential to support development and that involve only minor Structures, such as poles and lines, and Structures not exceeding 150 cubic feet in size and six feet in height that do not generate discernable noise, odor or vibration within any nearby residential District, and that comply with the Setback requirements of the District in which they are located.

SECTION 4. Section III-B.12.b(3) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended as follows:

Automated Teller Machine

SECTION 5. Section III-B.14.b(3) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended to add as follows:

Entertainment Establishment in the City, subject to Sec. III-D.6.w
Event Center in the City, subject to Sec. III-D.6.w
Teen Club in the City, subject to Sec. III-D.6.w

SECTION 6. Section III-B.16.b(3) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended to add as follows:

Entertainment Establishment in the City, subject to Sec. III-D.6.w
Event Center in the City, subject to Sec. III-D.6.w
Teen Club in the City, subject to Sec. III-D.6.w

SECTION 7. Section III-B.19.b(3) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended to add as follows:

Entertainment Establishment in the City, subject to Sec. III-D.6.w
Event Center in the City, subject to Sec. III-D.6.w
Teen Club in the City, subject to Sec. III-D.6.w

SECTION 8. Section III-B.20.b(3) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended to add as follows:

Entertainment Establishment in the City, subject to Sec. III-D.6.w
Event Center in the City, subject to Sec. III-D.6.w
Teen Club in the City, subject to Sec. III-D.6.w

SECTION 9. Section III-B.21.b(3) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended to add as follows:

Entertainment Establishment in the City, subject to Sec. III-D.6.w
 Event Center in the City, subject to Sec. III-D.6.w
 Teen Club in the City, subject to Sec. III-D.6.w

SECTION 10. Section III-C.1.c(3) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended as:

The following otherwise applicable zoning standards and regulations may be varied or modified as part of the PUD plan approval and rezoning process, subject to the limitations imposed by Sec. III-C.1.c(2): Lot Area, Building Height, Setbacks, Open Space, off-street Parking and Loading Space, Sign, Screening, Landscaping and compatibility standards.

SECTION 11. Section III-C.6.b of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended as:

- (2) decreasing the number or average density of Dwelling Units that may be constructed on the Site;
- (3) increasing minimum Lot Area or Lot Width

SECTION 12. Section III-D Use Regulations Schedule of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended to add the following uses:

P = Permitted Use
 C = Conditional Use

USE TYPE	ZONING DISTRICTS																								conditions
	S	S				M	M																		
	F	F	S	T	F	F																		A	
	R	2	1	F	F	1	2		M	N	G	N	L		O	G	I	P		C	L		G	F	
R	0	0	5	3	8	9	B	H	O	O	R	C		W	C	A	P	I	B	D	I	I	B		
COMMERCIAL																									
Entertainment Establishment in the City														P		P			P	P	P	P		D.6.w	
Event Center in the City														P		P			P	P	P	P		D.6.w	

USE TYPE	ZONING DISTRICTS																		conditions		
		S	S			M	M														
	F	F	S	T	F	F								I				A			
	R	2	1	F	F	1	2		M	N	G	N	L	O	G	P	C	L			
	R	0	0	5	3	8	9	B	H	O	O	R	C	W	C	A	I	G			
Teen Club in the City													P		P		P	P	P	P	D.6.w
Vehicle Repair, General															P		P	P	P	P	

SECTION 13. Section III-D.6.w of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended as:

Taverns and Drinking Establishments, clubs, Nightclubs in the City and Entertainment Establishments in the City. Although listed as permitted Uses in some Districts, Taverns, Drinking Establishments, clubs, Nightclubs in the City and Entertainment Establishments in the City, when considered Nightclubs in the City, shall be considered Conditional Uses and subject to Sec. V-D (Conditional Use review procedures) when located within 300 feet of a Church or Place of Worship, public Park, public or parochial School or residential zoning District. Event Centers in the City, Teen Clubs in the City and Entertainment Establishments, when not considered as Nightclubs in the City, shall be considered Conditional Uses and subject to Sec. V-D (Conditional Use review procedures) when located within 200 feet of a Church or Place of Worship, public Park, public or parochial School or residential zoning District. These distances shall be measured from the nearest Lot Line of the Church or Place of Worship, public Park, public or parochial School or residential zoning District to the nearest Lot Line of the premises on which the Tavern, Drinking Establishment, club, Nightclub, Entertainment Establishment, Event Center or Teen Club is located or of any Parking Area designated to be used by the patrons of such businesses, whichever is closest. For purposes of this measurement, the required Parking Spaces for such a business located within a multi-tenant Structure or shopping center are those located nearest the public entrance to the business. "Establishment" of any Tavern, Drinking Establishment, club Nightclub business, Entertainment Establishment, Event Center or Teen Club shall be deemed to include the opening of such a business as a new business, the relocation of such businesses or the conversion of an existing business location to any such business use, or any expansion of such a business beyond the existing square footage of the premises. Nightclubs in the City that qualify as Sexually Oriented Businesses in the City shall be permitted Uses in those districts that allow Sexually Oriented Businesses in the City, if the location of the operation is no less than 500 feet from a Church or Place of Worship, School, public Park, licensed Day

Care center, the boundary of any residential District, the boundary of the OT-O District, or any other Sexually Oriented Business.

SECTION 14. Section III-E.1.e(1)(a) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended as:

Trees, shrubbery or other features of natural growth; except that, within the City and those portions of the County along urban standard roads (curbs and gutters), when shrubbery or other features of natural growth have more than 80 percent opacity, the maximum height along the side Lot Line shall not exceed three feet within 20 feet of its intersection with the street right-of-way line, and further that along any Lot Line within 20 feet of the intersection of the street right-of-way with an ingress/egress driveway, the maximum height shall not exceed three feet.

SECTION 15. Section III-E.1.e(1)(b) of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition) as adopted by reference in Code Section 28.04.010 by Ordinance No. 48-451, is hereby amended as:

Fences or Screening Walls that do not exceed eight feet in height as measured on the side of the Fence with the least vertical exposure above finished grade, except that, within the City and in those portions of the County along urban standard roads (curbs and gutters), for Fences or Screening Walls with more than 80 percent opacity, the maximum height along the side Lot Line shall not exceed three feet within 20 feet of its intersection with the street right-of-way line, and further that along any Lot Line within 20 feet of the intersection of the street right-of-way with an ingress/egress driveway, the maximum height shall not exceed three feet.

SECTION 16. This ordinance shall be included in the Code of the City of Wichita and shall be effective upon its adoption and publication once in the official City newspaper.

PASSED AND ADOPTED by the governing body at Wichita, Kansas,
this _____ day of _____, 2010.

Carl Brewer, Mayor

ATTEST:

Karen Sublet, City Clerk

Gary E. Rebenstorf, City Attorney

(SEAL)

EXCERPT MINUTES OF THE JANUARY 7, 2010 MAPC HEARING

Case No.: DER2009-13 – Request Unified Zoning Code amendment to event center and entertainment establishment and supplementary use requirements, residential fence height, and minor corrections.

General Location: City and County wide

BACKGROUND: The City of Wichita adopted amendments on December 4, 2009, to Chapters 3.11, 3.30, and 4.16 of the Code of the City of Wichita regarding Entertainment Establishments, Drinking Establishments and Community Events. This action completed an earlier round of changes adopted on March 23, 2009.

The recent codification of the Unified Zoning Code (“UZC”) incorporated a definition of Entertainment Establishment and Event Center and identified these uses as being treated the same as Taverns and Drinking Establishments and Nightclubs, according to supplementary use regulations of the UZC. DER2009-00013 would complete this process by adding the recently adopted definition of Teen Club from Sec. 3.30 of the City Code, and by identifying the zoning districts where these uses would be permitted.

As presented in this staff report, Teen Clubs, Event Centers and Entertainment Establishments would be permitted in the same districts as Taverns and Drinking Establishments and Nightclubs. This would be as a by-right use in the LC Limited Commercial (“LC”), GC General Commercial (“GC”), CBD Central Business District (“CBD”), LI Limited Industrial (“LI”) and GI General Industrial (“GI”) unless the use falls within a certain distance of a Church, public Park, public or parochial School or residential zoning district. Reasons for Conditional Use review include potential noise associated with gatherings where dancing and live entertainment are provided and the congregating of people in the parking lots patronizing the establishments.

Currently the distance triggering Conditional Use review is 200 feet. It is recommended this distance be retained for the entertainment venues (Teen Club, Event Center and Entertainment Establishment not involving alcohol sales) but that it be increased to 300 feet in conformance with the distance requirements for Sec. 3.30.180 of the City Code for those venues that are licensed for the sale of alcoholic beverages or cereal malt beverages (Taverns and Drinking Establishments, Nightclubs in the City and Entertainment Establishments in the City that are considered Nightclubs).

Other Changes: The other substantive change proposed in these amendments relate to residential fence heights and safety concerns. Complaints have been made by neighbors to Public Works and Office of Central Inspection about the danger of tall fences extending to the edge of the property line next to driveways. These are fences allowed as encroachments within setbacks by the UZC. The concern is the lack of visibility of pedestrians (especially children) when vehicles are backing out of driveways. Also, it is the inability to see vehicles on the street until the car is all the way to the edge of the street since the area between the fence and the street is typically less than a car length. The suggested amendment is to reduce the height of solid or semi-solid fencing (80 percent or more opacity) to three feet within 20 feet of the driveways. Essentially,

this is adding a car length for visibility to observe pedestrians and vehicles are backing out of a driveway.

A few minor corrections are added to these amendments, related to spelling, capitalization, standard word usage and an entry omitted on Use Regulations Schedule in the codification effective September 25, 2009.

CASE HISTORY: Taverns and Drinking Establishments and Nightclubs have required Conditional Use review since January 18, 1991, when located in close proximity (200 feet) to residential zoning, schools, churches and parks. The amendments effective September 25, 2009, added Entertainment Establishments and Event Center to the same level of review. Teen Clubs and the addition of Entertainment Establishments not involving alcohol were redefined by the City Code amendments on December 4, 2009.

CONFORMANCE TO PLANS/POLICIES: The **Land Use-Residential/Objective B** of *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* includes the recommendation of “Minimize the detrimental impacts of higher intensity land uses and transportation facilities located near residential living environments.” Strategy II.B3 states, “Evaluate the effectiveness of regulations aimed at reducing or preventing the detrimental impacts of land uses that produce excessive odors, noise, or safety hazards upon residential areas.” Strategy II.B4 states, “Evaluate and implement an effective development plan review process to ensure that building placement and height, circulation, signage, screening and lighting for non-residential land uses do not adversely impact residential areas.” **Commercial Locational Guideline #3** of the *Comprehensive Plan* states, “Commercial development should have required site design features that limit noise, lighting and other aspects of commercial activity that may adversely impact surrounding residential land uses.”

Increasing the distance for Conditional Use review from 200 feet to 300 feet for alcohol related uses follows the licensing code amendments adopted by City Code. The additional inclusion of non-alcohol related uses (Teen Clubs and Entertainment Establishments with no license for alcoholic consumption) extends the review process to these venues and the provides the potential to mitigate negative impact on adjacent uses based on noise, parking, congregating of large groups of people, etc. Perhaps the most similar uses not involving alcoholic consumption are Community Assembly and Recreation and Entertainment. The Unified Zoning Code treats Community Assembly (including Class B clubs) less stringently, allowed as a by-right use in B Multi-Family (“B”), GO General Office (“GO”) and LC and without distance requirements for separation from residential zoning, churches, parks and schools. Class A Clubs are treated the same as a Tavern or Drinking Establishment. Recreation and Entertainment, Indoor, is treated as a by-right use in LC but Recreation and Entertainment, Outdoor, becomes a by-right use in more intensive districts. Restaurants offer a different comparison. Restaurants, as defined in the UZC, allow consumption of alcoholic beverages as part of the dining services, but only if receipts from food sales exceed 50 percent or more of gross revenues. Since 1991, if a Restaurant cannot meet this criterion, it is reclassified as a Tavern or Drinking Establishment, and becomes subject to Conditional Use distance triggers. This differs from the City Code, where the transition from Tavern or Drinking Establishment is lowered to only 30 percent of gross revenues. In this case, the UZC has adopted a regulation more stringent than general City Code to respond to the

Comprehensive Plan's policies for reducing the impact of commercial uses on residential development and certain institutional uses (schools, parks, churches).

The proposed fence height amendment supports traffic safety and sight clearance objectives embodied in the Traffic Code.

RECOMMENDATION: Based on these factors and the information available prior to the public hearing, it is recommended that the proposed amendments be recommended for adoption. This recommendation is based upon the following findings:

1. The zoning, uses and character of the neighborhood: As proposed, Entertainment Center, Event Center and Teen Club would be allowed in the same zoning districts as similar entertainment venues and places where alcohol is consumed.
2. Extent to which removal of the restrictions will detrimentally affect nearby property: The Conditional Use review process allows consideration of factors to reduce detrimental effects on nearby property.
3. Relative gain to the public health, safety and welfare as compared to the loss in value or hardship imposed upon the applicant: The Conditional Use of entertainment venues balances the public concerns with the individual applicant. The reduced fence heights protect public safety with minimal changes to fencing practices.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The **Land Use-Residential/Objective B** of 1999 *Update to the Wichita-Sedgwick County Comprehensive Plan* includes the recommendation of "Minimize the detrimental impacts of higher intensity land uses and transportation facilities located near residential living environments." Strategy II.B3 states, "Evaluate the effectiveness of regulations aimed at reducing or preventing the detrimental impacts of land uses that produce excessive odors, noise, or safety hazards upon residential areas." Strategy II.B4 states, "Evaluate and implement an effective development plan review process to ensure that building placement and height, circulation, signage, screening and lighting for non-residential land uses do not adversely impact residential areas." **Commercial Locational Guideline #3** of the *Comprehensive Plan* states, "Commercial development should have required site design features that limit noise, lighting and other aspects of commercial activity that may adversely impact surrounding residential land uses."

Increasing the distance for Conditional Use review from 200 feet to 300 feet for alcohol related uses follows the licensing code amendments adopted by City Code. The additional inclusion of non-alcohol related uses (Teen Clubs and Entertainment Establishments with no license for alcoholic consumption) extends the review process to these venues and the provides the potential to mitigate negative impact on adjacent uses based on noise, parking, congregating of large groups of people, etc. Perhaps the most similar uses not involving alcoholic consumption are Community Assembly and Recreation and Entertainment. The Unified Zoning Code treats Community Assembly (including Class B clubs) less stringently, allowed as a by-right use in B Multi-Family ("B"), GO General Office ("GO") and LC and without distance requirements for separation from residential zoning, churches, parks and schools. Class A Clubs are treated the same as a Tavern or Drinking Establishment. Recreation and Entertainment, Indoor, is treated as a by-right use in LC but Recreation and Entertainment, Outdoor, becomes a by-right use in more intensive districts. Restaurants offer a different comparison. Restaurants, as defined in the UZC, allow consumption of alcoholic beverages as part of the dining services, but only if receipts from food sales exceed 50

percent or more of gross revenues. Since 1991, if a Restaurant cannot meet this criterion, it is reclassified as a Tavern or Drinking Establishment, and becomes subject to Conditional Use distance triggers. This differs from the City Code, where the transition from Tavern or Drinking Establishment is lowered to only 30 percent of gross revenues. In this case, the UZC has adopted a regulation more stringent than general City Code to respond to the Comprehensive Plan's policies for reducing the impact of commercial uses on residential development and certain institutional uses (schools, parks, churches).

The proposed fence height amendment supports traffic safety and sight clearance objectives embodied in the Traffic Code.

5. Impact of the proposed development on community facilities: Public facilities should not be impacted by the proposed change.

DONNA GOLTRY, Planning Staff presented the Staff Report. She commented that Paul Gunzelman from Public Works Traffic Engineering was present to answer any questions.

MILLER-STEVENSON asked about the delineation of 200 feet for one group, and 300 feet for another (from a church, park, school or residential zoning).

GOLTRY responded that the increased footage was to try to separate the alcohol-based establishments. She said all could have been included; however, staff felt that might be burdensome for some establishments like the teen clubs.

MILLER STEVENSON said her concern was that the "teen club" was often used by less than scrupulous proprietors to avoid some of the more stringent regulations and controls. She said she would like to see the teen clubs added to the 300 foot requirement.

MCKAY commented that this issue was brought up during previous zoning code amendment discussions with staff. He asked staff to explain how teen clubs within churches would be handled.

GOLTRY said if the club was part of a church activity, it would be exempt from the definition of "teen club." She deferred to Sharon Dickgrafe for further clarification.

SHARON DICKGRAFE, ASSISTANT CITY ATTORNEY said if the activity is encompassed in a school or church, then it does not have to be licensed as a teen club or entertainment establishment. She added that previously, teen clubs have not been regulated. She said they have now been combined with the entertainment establishment ordinances which have combined the old "dance hall" and "cabaret" ordinances to get regulations and inspections as part of one group of ordinances.

HENTZEN asked staff to describe or define a teen club or teen center.

GOLTRY briefly described the definition of teen club as defined by Section 3.30.020 of the City Code.

DICKGRAFE said that a teen club was defined in the licensing code as a building or facility that offers teen dances. She said age requirements are part of that, which excludes people less than 14 years of age or over 18 years of age (unless they are a manager or employee of the teen club).

HENTZEN clarified and that definition is in the licensing code.

MARNELL asked staff to explain Article III, Section III-E.1.e(1)(b), specifically, the last part referring to "...right-of-way line, and further that along any Lot Line within 20 feet of the intersection with an ingress/egress driveway...."

GOLTRY said she believes the word "intersection" may be a little confusing. She said for this framework that would be the point where the driveway meets the property line, not a street intersection, but intersecting points. She asked if anyone had any ideas for better words to describe the situation.

MARNELL said not all lot lines come from the street back. He said some lot lines in backyards, especially in older sections of town, could be within 20 feet of a driveway. He said this proposed change may have unintended consequences.

PAUL GUNZELMAN, TRAFFIC ENGINEER, PUBLIC WORKS referred to several pictures depicting the types of situations this proposed revision was intended to deal with. He explained the safety hazard with fencing that was not graduated down to three feet at sidewalks and some corners as well.

MARNELL said behind houses lot lines run in other directions that intersect within 20 feet of an ingress/egress driveway and that was his concern.

GUNZENLMAN said staff would look at the wording on the proposed revision.

GOLTRY said the purpose and intent of this change was to establish triangular sight clearance area at the edge of properties for driveways.

HILLMAN complimented staff on the visual examples they provided of the problem areas and added that they are a significant safety hazard. He asked if this provision will be retroactive to any existing structures.

GOLTRY replied no, this provision was for future fences.

MITCHELL asked if staff has concluded that landscaping is also a problem.

GOLTRY said she believed landscaping was addressed in the Traffic Code.

GUNZELMAN explained that the Traffic Code addresses landscaping at intersections and intersecting right-of ways, streets, and alleys, but added that it did not address mid-block locations which was probably something staff should look at revising.

MITCHELL asked if staff would object to deferring the issue until that is done.

GUNZELMAN replied no.

GOLTRY commented that was a logical item to add and that perhaps that could be made part of the motion that bushes be trimmed within 33 inches or trees trimmed to a height of six feet within the same area.

DIRECTOR SCHLEGEL asked if landscaping and trimming was something to put in the Zoning Code or Traffic Code.

GOLTRY replied that she dealt with these landscaping issues on a daily basis in the context of the Landscape Ordinance, which is where this belongs in terms of commercial landscaping; however, this is dealing with how much encroachment can be allowed under the Zoning Code. She mentioned that you can encroach in a setback to build a fence, as long as the fence is six feet or less. She said by adding an amendment of this nature, it would further regulate what kinds of encroachments are allowed within setbacks. She referred to legal counsel for further clarification.

DICKGRAFE explained that this was not necessarily a zoning issue as much as a traffic or landscape ordinance change.

MITCHELL asked what was the Commission considering today.

GOLTRY said the Unified Zoning Code.

DIRECTOR SCHLEGEL asked why defer adoption of the Zoning change when what is needed is an amendment to the Landscape or Traffic Code rather than amending the Zoning Code.

GUNZELMAN suggested that staff have more discussion with legal counsel concerning this issue.

MOTION: To defer the item for two weeks.

MITCHELL moved, **HILLMAN** seconded the motion, and it carried (13-0).

EXCERPT OF THE JANUARY 21, 2010 MAPC HEARING

Case No.: DER2009-13 (deferred from 1-7-10) - Request Unified Zoning Code amendment to event center and entertainment establishment and supplementary use requirements, residential fence height, and minor corrections.

General Location: City and County wide

BACKGROUND: At the MAPC meeting held January 10, 2010, the discussion expanded to consider the inclusion of landscape height restrictions to the proposed restrictions to residential fence height. The question was raised whether landscaping could be treated in the Unified Zoning Code (“UZC”) in a similar manner to avoid sight clearance safety issues caused by landscape plantings like those from fencing. The discussion questioned whether the Unified Zoning Code was the appropriate place for this to be regulated or whether it is or should be handled in the Landscape Ordinance or the Traffic Code.

The Landscape Code already addresses plant height restrictions for multi-family and nonresidential uses. It restricts the height to three feet for shrubbery, walls and fences more than 25 percent opaque when within a right triangle formed by the two legs of the triangle being 25 feet along the right-of-way and six feet along the driveway. However, the Landscape Code does not apply to single-family and duplex residential uses. An amendment to the Landscape Code to add jurisdiction over single-family and duplex uses would be a significant departure from the current scope of the Code.

The Traffic Code addresses sight distances and obstructions regarding intersections of public rights-of-way but does not at points where private driveways abut a right-of-way.

For these reasons, fence height limitation was proposed for inclusion in the UZC, specifically in Article III, Section III-E.2.e (1)(b), which itemizes all features and structures allowed within setbacks. A modification is included for this section to clarify that the restrictions apply at the intersection of driveways with street right-of-way only.

A similar amendment could be made to the previous subsection of the Code, Sec. III-E.2.e(1)(a), which currently allows trees, shrubbery or other features of natural growth as exceptions allowed within the setbacks. This seems the appropriate location for regulating plant heights in setbacks.

CASE HISTORY: MAPC held a public hearing on the residential fence height on January 7, 2010, and deferred the proposed amendments to consider whether to expand the amendment to include height restrictions on plant materials.

CONFORMANCE TO PLANS/POLICIES: The proposed limitation of plant heights is similar to the fence height amendment. These amendments support traffic safety and sight clearance objectives embodied in the Traffic Code. The language related to plant materials extends the scope of the Landscape Ordinance, which already limits plant heights for multi-family and nonresidential uses.

RECOMMENDATION: Based on these factors and the information available prior to the public hearing, it is recommended that the proposed additional amendments be recommended for adoption. This recommendation is based upon the following findings:

1. Relative gain to the public health, safety and welfare as compared to the loss in value or hardship imposed upon the applicant: The reduced fence and plant heights in setbacks near the intersection of driveways with street right-of-way protect public safety with minimal changes to landscape and fencing practices.

2. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:
The proposed limitation of plant heights is similar to the fence height amendment. These amendments support traffic safety and sight clearance objectives embodied in the Traffic Code. The language related to plant materials extends the scope of the Landscape Ordinance, which already limits plant heights for multi-family and nonresidential uses.

Proposed Delineated Change:

Article III, Section III-E.1.e(1)(a) shall be amended as follows:

Trees, shrubbery or other features of natural growth; except that when shrubbery or other features of natural growth have more than 80 percent opacity, the maximum height along the side Lot Line shall not exceed three feet within 20 feet of its intersection with the street right-of-way line, and further that along any Lot Line within 20 feet of the intersection of the street right-of-way with an ingress/egress driveway, the maximum height shall not exceed three feet.

Article III, Section III-E.1.e(1)(b) shall be amended as follows:

Fences or Screening Walls that do not exceed eight feet in height as measured on the side of the Fence with the least vertical exposure above finished grade, except that for Fences or Screening Walls with more than 80 percent opacity, the maximum height along the side Lot Line shall not exceed three feet within 20 feet of its intersection with the street right-of-way line, and further that along any Lot Line within 20 feet of the intersection with an ingress/egress driveway, the maximum height shall not exceed three feet.

DONNA GOLTRY, Planning Staff presented the Staff Report. She referred to a hand out which was alternative language for fencing and landscaping that applied only within the City and in the County along urban standard roads (curbs and gutters).

HENTZEN mentioned that many farmers cultivate more or less ditch-to-ditch and don't want fences even though there may be a driveway to get into the field. He clarified that the alternative language would take care of this potential problem in the county.

GOLTRY said the alternative language would take care of that issue. She said it was a way to avoid the requirement in traditional rural areas. She said the language had been requested by people in the county because the requirement was burdensome and out of character with rural development.

HILLMAN asked about allowing exceptions for trees and commented that he lived in a heavily treed area and that when trees are grown to the curb, dense to the ground, they creates significant blockages that do not allow visibility. He asked about making these requirements on landscaping retroactive to existing standards.

GOLTRY commented that the current requirement is that single trunk trees be limbed up to six 6 feet. She said tall evergreens would be treated as shrubbery, which is considered to be an encroachment. She said she believed the requirement was for it to be limited to 80 percent opacity.

HILLMAN asked about building fences in excess of 3 feet in the right-of-way.

GOLTRY said she believes fencing within the right-of-way is covered under minor street privilege rules. She deferred the question to Paul Gunzelman, City Traffic Engineer.

HILLMAN commented that in his neighborhood, people have built onto city property, and it creates problem with sight clearance. He said it may be difficult to go back and say we allowed that last year but not this year.

GUNZELMAN said minor street privilege addresses site obstructions constructed within right-of-way or within 90 feet of an uncontrolled intersection. He said when the City gets a complaint about an obstruction, they send letter to the homeowner requesting that the fence be removed or graduated down to 30 inches or constructed with wrought iron or chain link that you can see through.

DOWNING clarified that the when developing the revised wording concerning curb and gutter, country areas like 63rd Street from Hydraulic to the county line were taken into consideration.

GOLTRY commented that she spoke with Jim Weber, Deputy Director Sedgwick County Public Works, and his thinking was limiting this to urban standards with curb and gutter.

FOSTER said he reviewed the Landscape Ordinance solid screening requirements and mentioned that staff might want to go back and look at that for revisions as well.

CHARLES PEASTER, 9453 N. 133RD STREET WEST speaking for county interests said they have no problem with the current wording as revised.

GOLTRY mentioned that the Subdivision Regulations include definitions of road standards. There was brief discussion concerning the alternative language.

HENTZEN clarified that the County Commission makes the final decision on this recommendation.

DIRECTOR SCHLEGEL explained that both governing bodies (City and County) have the final authority on any changes to the Unified Zoning Code.

HILLMAN commented that this was a way to address some of the significant safety issues.

JOE LANG, CHIEF DEPUTY CITY ATTORNEY reminded Commission members that fencing and shrubbery was a side issue in the ordinance, that the main part was the entertainment issue discussed at the last meeting. He commented that eight votes were needed to approve the recommendation.

STEVENS MILLER clarified that no changes were made on the section on “teen” clubs.

GOLTRY responded “no.”

MOTION: To approve changes to zoning code subject to staff recommendation and add in parentheses (curbs and gutters).

MARNELL moved, **DOWNING** seconded the motion, and it carried (9-0).

**City of Wichita
City Council Meeting
March 2, 2010**

TO: Mayor and City Council

SUBJECT: SUB2009-00063 -- Plat of Steve Kelley 6th located south of Kellogg, west of Maize Road. (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)

Background: This site, consisting of six lots on 1.86 acres, is located within Wichita's city limits. It is zoned SF-5 Single-family.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for sewer and water improvements. This plat includes platting narrow street right-of-way with adjacent 15-foot street drainage and utility easements; therefore, a Restrictive Covenant was submitted outlining restrictions for lot-owner use of these easements. A Restrictive Covenant was also submitted to provide four (4) off-street parking spaces per lot that abuts a 32-foot street.

The plat has been approved by the Metropolitan Area Planning Commission, subject to conditions.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Certificate of Petitions and Restrictive Covenants will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

Attachments: Certificate of Petitions
Restrictive Covenants



CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, Kelley Commercial, Inc., a Kansas Corporation F/K/A Kelley & Coleman, Inc. a/k/a Kelly & Coleman, Inc., owners of STEVE KELLEY 6TH ADDITION, Wichita, Sedgwick County, Kansas, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Lateral Sanitary Sewer Improvements (includes Sanitary Sewer Main Benefit Fee)
2. Water Line Improvements (includes Water Main Benefit Fee)
3. Paving Improvements

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within Steve Kelley 6th Addition, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 9th day of February, 2010.

Kelley Commercial, Inc.
F/K/A Kelley & Coleman, Inc.
A/K/A Kelly & Coleman, Inc.

By: Stephen R. Kelley
Stephen R. Kelley, President

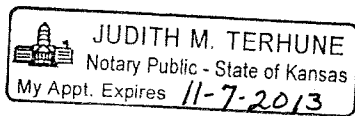
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 9th day of February, 2010,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Stephen R. Kelley, as President of Kelley Commercial, Inc., a Kansas
Corporation F/K/A Kelley Coleman, Inc. A/K/A Kelly & Coleman, Inc., personally
known to me to be the same persons who executed the within instrument of writing
and such persons duly acknowledged the execution of the same, for and on behalf and
as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-2013)



RESTRICTIVE COVENANT

THIS DECLARATION made this 9th day of February, 2010, by Kelley Commercial, Inc., a Kansas Corporation F/K/A Kelley & Coleman, Inc., A/K/A Kelly & Coleman, Inc., hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

STEVE KELLEY 6TH ADDITION

Lots 1 through 6, Block A

WHEREAS, the Declarant is desirous in connection therewith that various restrictions be placed of record on the 15 foot street, drainage and utility easement.

NOW, THEREFORE, Declarant hereby declares and covenants that retaining walls, change of grade, fences, earth berms, and mass plantings shall be prohibited within the said easement. Furthermore, the Declarant hereby agrees that any planting within the said easement shall be reviewed by the City Forestry Division, prior to installation.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land, and is binding on all successors in title to all Lots, as platted in said Steve Kelley 6th Addition, Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the date and year first above written.

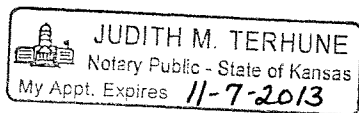
Kelley Commercial, Inc.
F/K/A Kelley & Coleman, Inc.
A/K/A Kelly & Coleman, Inc.

By: Stephen R. Kelley
Stephen R. Kelley, President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 9th day of February, 2010,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Stephen R. Kelley, as President of Kelley Commercial, Inc., a Kansas
Corporation F/K/A Kelley Coleman, Inc. A/K/A Kelly & Coleman, Inc., personally
known to me to be the same persons who executed the within instrument of writing
and such persons duly acknowledged the execution of the same, for and on behalf and
as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.



Judith M. Terhune
Notary Public

(My Commission Expires: 11-7-2013)

RESTRICTIVE COVENANT

THIS DECLARATION made this 9th day of February, 2010, by Kelley Commercial, Inc., a Kansas Corporation F/K/A Kelley & Coleman, Inc., A/K/A Kelly & Coleman, Inc., hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

STEVE KELLEY 6TH ADDITION

Lots 1 through 6, Block A

WHEREAS, the Declarant is desirous that restrictions involving off-street parking be placed of record.

NOW, THEREFORE, Declarant hereby declares and covenants that each residential lot within Steve Kelley 6th Addition, Wichita, Sedgwick County, Kansas, shall provide space for four (4) off-street parking spaces per dwelling unit on each lot.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

Kelley Commercial, Inc.
F/K/A Kelley & Coleman, Inc.
A/K/A Kelly & Coleman, Inc.

By: Stephen R. Kelley
Stephen R. Kelley, President

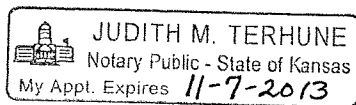
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 9th day of February, 2010,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Stephen R. Kelley, as President of Kelley Commercial, Inc., a Kansas
Corporation F/K/A Kelley Coleman, Inc. A/K/A Kelly & Coleman, Inc., personally
known to me to be the same persons who executed the within instrument of writing
and such persons duly acknowledged the execution of the same, for and on behalf and
as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-2013)



First Published in the Wichita Eagle on March 5, 2010

RESOLUTION NO. 10-041

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90473 (SOUTH OF KELLOGG, WEST OF MAIZE) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90473 (SOUTH OF KELLOGG, WEST OF MAIZE) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Water Distribution System Number 448-90473 (south of Kellogg, west of Maize).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Twenty-Four Thousand Dollars (\$24,000) exclusive of the cost of interest on borrowed money, with 100 percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after February 1, 2010, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of One Thousand Nine Hundred Thirty Dollars (\$1,930).

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

STEVE KELLEY 6TH ADDITION

Lots 1 through 6, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 6, Block A, STEVE KELLEY 6TH ADDITION shall each pay 1/6 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of March, 2010.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

First Published in the Wichita Eagle on March 5, 2010

RESOLUTION NO. 10-042

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 24, MAIN 13, SOUTHWEST INTERCEPTOR SEWER (SOUTH OF KELLOGG, WEST OF MAIZE) 468-84671 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 24, MAIN 13, SOUTHWEST INTERCEPTOR SEWER (SOUTH OF KELLOGG, WEST OF MAIZE) 468-84671 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 24, Main 13, Southwest Interceptor Sewer (south of Kellogg, west of Maize) 468-84671.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Forty-Eight Thousand Dollars (\$48,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after February 1, 2010, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-a619, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Three Thousand Seven Hundred Ten Dollars (\$3,710).

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

STEVE KELLEY 6TH ADDITION

Lots 1 through 6, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 6, Block A, STEVE KELLEY 6TH ADDITION, shall each pay 1/6 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or

parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of March, 2010.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on March 5, 2010

RESOLUTION NO. 10-043

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON LARK COURT FROM THE EAST LINE OF LARK, EAST TO AND INCLUDING THE CUL-DE-SAC (SOUTH OF KELLOGG, WEST OF MAIZE) 472-84889 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON LARK COURT FROM THE EAST LINE OF LARK, EAST TO AND INCLUDING THE CUL-DE-SAC (SOUTH OF KELLOGG, WEST OF MAIZE) 472-84889 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing pavement on Lark Court from the east line of Lark, east to and including the cul-de-sac (south of Kellogg, west of Maize) 472-84889 Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to Forty-Three Thousand Dollars (\$43,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after February 1, 2010, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

STEVE KELLEY 6TH ADDITION

Lots 1 through 6, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 through 6, Block A, STEVE KELLEY 6TH ADDITION shall each pay 1/6 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of March, 2010.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

City of Wichita
City Council Meeting
March 2, 2010

TO: Mayor and City Council

SUBJECT: SUB2009-00069 -- Plat of Dan Schmidt 2nd Addition located on the west side of Hydraulic, north of 55th Street South. (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)

Background: This site, consisting of six lots on 5.06 acres, is located within Wichita's city limits. A zone change request (PUD 2009-04, PUD #32) from SF-5 Single-Family Residential to PUD Planned Unit Development has been approved for this site. A Notice of Planned Unit Development has been submitted.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for sewer and water improvements. In accordance with the CUP approval, a Cross-lot Circulation Agreement has been submitted to assure internal vehicular movement between the lots.

The plat has been approved by the Metropolitan Area Planning Commission, subject to conditions. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: None.

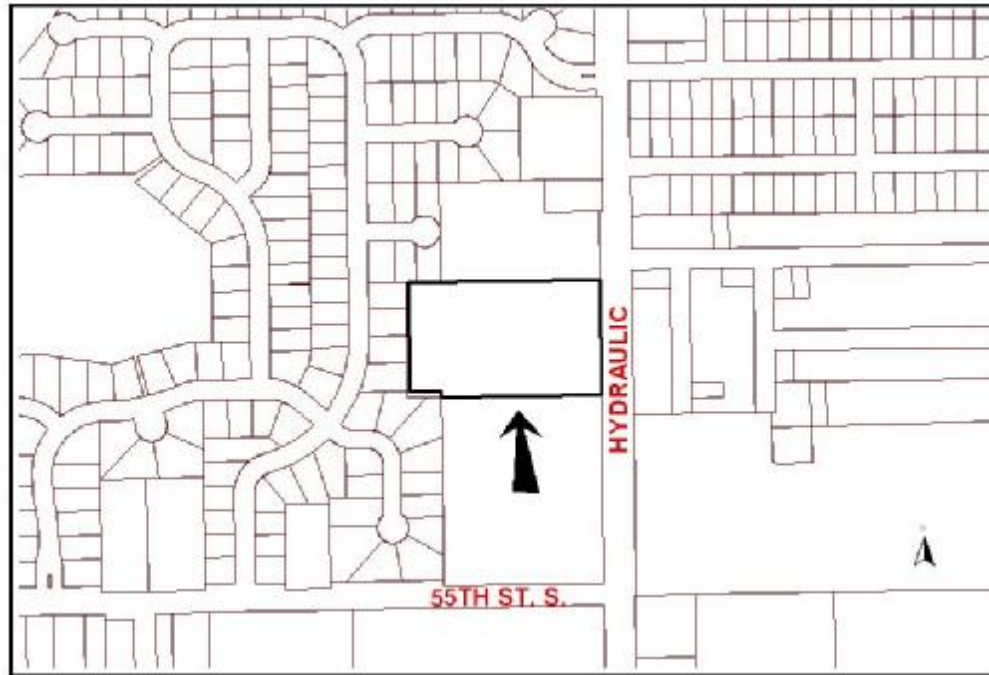
Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Notice of Planned Unit Development, Certificate of Petition and Cross-lot Access Agreement will be recorded with the Register of Deeds.

The Ordinance has been reviewed and approved as to form by the City's Law Department.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, approve first reading of the Ordinance and adopt the Resolutions.

Attachments: Notice of Planned Unit Development
Certificate of Petitions
Cross-lot Access Agreement
Ordinance



NOTICE OF PLANNED UNIT DEVELOPMENT

THIS NOTICE made this 4th day of February, 2010, by Dan B. Schmidt and Kathy R. Schmidt hereinafter called "Declarants,"

WITNESSETH

WHEREAS, Declarants are the owners of the following-described property:

Dan Schmidt 2nd Addition
Wichita, Sedgwick County, Kansas

and

WHEREAS, Declarants are desirous to file notice that a Planned Unit Development "PUD No. 32" approved by the Wichita City Council is on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

NOW, THEREFORE, the Declarant gives notice that the approved Planned Unit Development per PUD No. 32 has placed restrictions on the use and requirements of the development of the above-described real property. This Planned Unit Development shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Dan Schmidt 2nd Addition.

EXECUTED the day and year first written above.

By: Dan B. Schmidt
Dan B. Schmidt

By: Kathy R. Schmidt
Kathy R. Schmidt

Notice of Planned Unit Development
Page 2 of 2

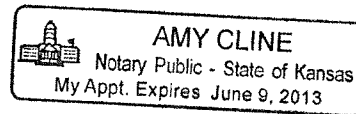
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 4 day of February,
2010, before me, the undersigned, a Notary Public, in and for the County and
State aforesaid, Dan B. Schmidt and Kathy R. Schmidt, husband and wife,
personally known to me to be the same persons who executed the within
instrument of writing.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my
official seal the day and year above written.

(My Appointment Expires: June 9, 2013)

Amy Cline
Notary Public



CERTIFICATE

CITY OF WICHITA)
SEDGWICK COUNTY) SS
STATE OF KANSAS)

We, Dan B. Schmidt and Kathy R. Schmidt, owners of Dan Schmidt 2nd Addition, Wichita, Sedgwick County, Kansas, do hereby certify that petitions for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Improvements
2. Water Main Improvements

As a result of the above-mentioned petitions for improvements, lots or portions thereof within Dan Schmidt 2nd Addition, Wichita, Sedgwick County, Kansas may be subject to special assessments assessed thereto for the cost of construction the above-described improvements.

Signed this 4th day of February, 2010.

Dan B. Schmidt
Dan B. Schmidt

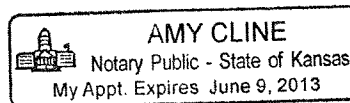
Kathy R. Schmidt
Kathy R. Schmidt

CITY OF WICHITA)
SEDGWICK COUNTY) SS
STATE OF KANSAS)

The foregoing instrument was acknowledged before me this 4 day of February, 2010, by Dan B. Schmidt and Kathy R. Schmidt, husband and wife.

Seal or Stamp

Amy Cline
(signature of notary officer), Notary Public



My appointment expires: June 9 2013.

Page 1 of 2

CROSS-LOT ACCESS AGREEMENT

This agreement, executed this 4th day of February, 2010.

WITNESSETH: That,

WHEREAS, the undersigned is in the process of platting certain real property to be known as Lots 1, 2 ,3, 4 and 5, Block A, Dan Schmidt 2nd Addition, Wichita, Sedgwick County, Kansas, and

WHEREAS, an application for subdivision approval has been filed with the Metropolitan Area Planning Commission Application No. SUB 2009-69, and

WHEREAS, Subdivision approval is conditional upon a Cross-Lot Access Agreement being established, and

WHEREAS, the City of Wichita requires mutual and joint access over, through, and across said properties for ingress and egress purposes, and

WHEREAS, it is determined it is in the best interests of the parties and their successors and assigns that common access for ingress and egress be established and conveyed for the use and benefit of all parties hereto, their successors, assigns and licensees.

NOW, THEREFORE, be it known that the undersigned does hereby grant and convey for themselves, their successors, grantees, licensees and assigns in interest, for ingress and egress purposes the right of access across the subject properties.

It is hereby covenanted that such cross-lot access shall be a perpetual easement until and unless amended, revoked or released by all of the parties in interest or their successors or assigns and that the same shall be a covenant running with the land and shall be binding upon the grantors herein, their grantees, their heirs, assigns, licensees, successors and assignees in interest.

Cross-Lot Access Easement
Page 2 of 2

It is further contracted and covenanted that the development of subject properties shall be accomplished in a manner so as not to impede, inconvenience and/or impede cross-lot access for the general purposes herein set forth.

EXECUTED, the day and year above written.

Dan B. Schmidt
Dan B. Schmidt

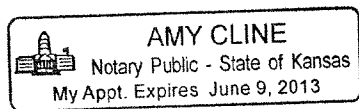
Kathy R. Schmidt
Kathy R. Schmidt

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

The foregoing instrument acknowledged before me this 4 day of February, 2010, by Dan B. Schmidt and Kathy R. Schmidt, husband and wife.

Amy Cline Notary Public

My Appointment Expires: June 9, 2013



ORDINANCE NO. 48-633

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

**BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.**

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. PUD 2009-04

Zone change from request from SF-5, Single-Family Residential to PUD, Planned Unit Development, described as follows:

Lots 1-5, Block A, Dan Schmidt 2nd Addition, Wichita, Sedgwick County, Kansas.

Generally located on the west side of Hydraulic, north of 55th Street South..

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 9th day of March, 2010.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

First Published in the Wichita Eagle on March 5, 2010

RESOLUTION NO. 10-044

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90468 (WEST OF HYDRAULIC, NORTH OF 55TH ST. SOUTH) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90468 (WEST OF HYDRAULIC, NORTH OF 55TH ST. SOUTH) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Water Distribution System Number 448-90468 (west of Hydraulic, north of 55th St. South).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Forty-Six Thousand Dollars (\$46,000) exclusive of the cost of interest on borrowed money, with 100 percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after February 1, 2010, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

DAN SCHMIDT ADDITION

Lot 1, Block A

DAN SCHMIDT 2ND ADDITION

Lots 3 and 4, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lot 1, Block A, DAN SCHMIDT ADDITION and Lots 3 and 4, Block A, DAN SCHMIDT 2ND ADDITION, shall each pay 1/3 (33.3%) of the total cost of the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of March, 2010.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

RESOLUTION NO. 10-045

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90469 (WEST OF HYDRAULIC, NORTH OF 55TH ST. SOUTH) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90469 (WEST OF HYDRAULIC, NORTH OF 55TH ST. SOUTH) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Water Distribution System Number 448-90469(west of Hydraulic, north of 55th St. South).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Forty-Two Thousand Dollars (\$42,000) exclusive of the cost of interest on borrowed money, with 100 percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after February 1, 2010, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

DAN SCHMIDT 2ND ADDITION

Lot 5, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lot 5, Block A, DAN SCHMIDT 2ND ADDITION, shall pay (100%) of the total cost of the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of March, 2010.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

First Published in the Wichita Eagle on March 5, 2010

RESOLUTION NO. 10-046

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 98, MAIN 1, SOUTHWEST INTERCEPTOR SEWER (WEST OF HYDRAULIC, NORTH OF 55TH ST. SOUTH) 468-84665 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 98, MAIN 1, SOUTHWEST INTERCEPTOR SEWER (WEST OF HYDRAULIC, NORTH OF 55TH ST. SOUTH) 468-84665 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 98, Main 1, Southwest Interceptor Sewer (west of Hydraulic, north of 55th St. South) 468-84665.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Thirty-Nine Thousand Seven Hundred Dollars (\$39,700) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after February 1, 2010, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

DAN SCHMIDT ADDITION

Lots 1 and 2, Block A

DAN SCHMIDT 2ND ADDITION

Lots 3 and 4, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvements for which the improvement district shall be liable shall be on a fractional basis: That the owners of Lots 1 and 2, Block A, DAN SCHMIDT ADDITION and Lots 3 and 4, Block A, DAN SCHMIDT 2ND ADDITION to Wichita, Sedgwick County, Kansas shall pay equal shares 1/4 (25%) of the total cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of March, 2010.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

**City of Wichita
City Council Meeting
March 2, 2010**

TO: Mayor and City Council

SUBJECT: SUB2009-00076 -- Plat of Ridge Port North 6th Addition located on the east side of Ridge Road and the south side of 37th Street North. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (14-0)

Background: This site, consisting of eight lots on 70 acres, is a replat of a portion of the Ridge Port North 2nd Addition. This site is subject to the Ridge Port North Community Unit Plan (CUP/DP-237). A CUP Certificate has been submitted identifying the approved CUP and its special conditions for development on this property. This site is located within Wichita's city limits and is zoned GO General Office.

Analysis: A Petition, 100 percent, and a Certificate of Petition have been submitted for sewer improvements. A Restrictive Covenant has been submitted for the ownership and maintenance of the proposed reserves. A Declaration of Cross-lot Access and Easement has been submitted to assure internal vehicular movement between the lots. A Cross-lot Drainage Agreement has also been submitted.

The plat has been approved by the Metropolitan Area Planning Commission, subject to conditions.

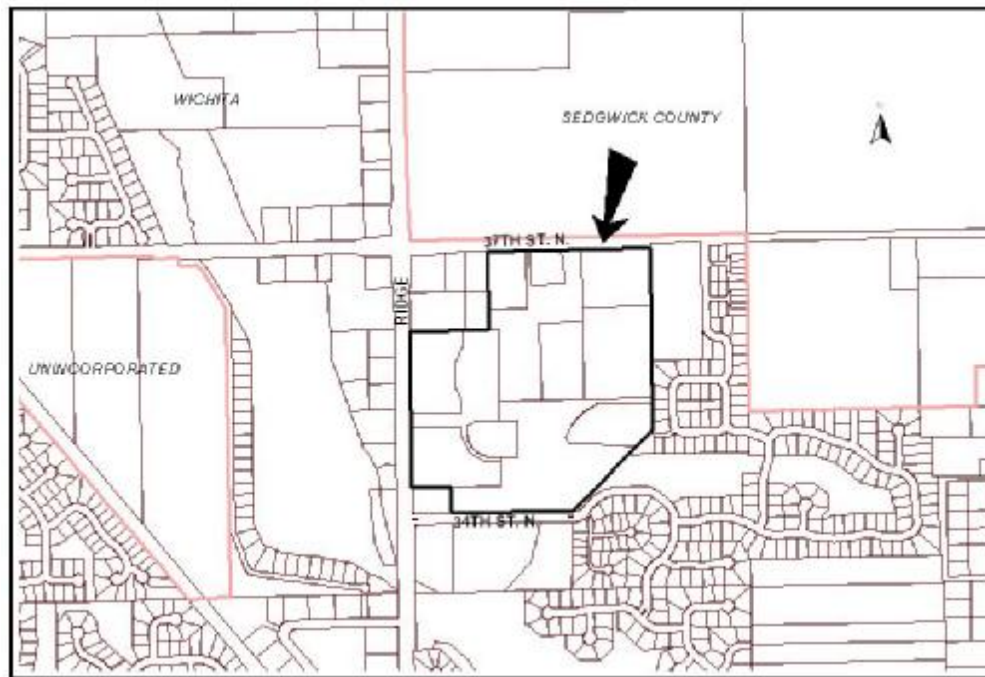
Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Notice of Community Unit Plan, Certificate of Petition, Restrictive Covenant, Declaration of Cross-lot Access and Easement and Cross-lot Drainage Agreement will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures and adopt the Resolution.

Attachments: Notice of Community Unit Plan
Certificate of Petition
Restrictive Covenant
Declaration of Cross-lot Access and Easement
Cross-lot Drainage Agreement



First Published in the Wichita Eagle on March 5, 2010

RESOLUTION NO. 10-047

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 31, MAIN 19, SOUTHWEST INTERCEPTOR SEWER (EAST OF RIDGE, SOUTH OF 37TH ST. NORTH) 468-84667 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 31, MAIN 19, SOUTHWEST INTERCEPTOR SEWER (EAST OF RIDGE, SOUTH OF 37TH ST. NORTH) 468-84667 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 31, Main 19, Southwest Interceptor Sewer (east of Ridge, south of 37th St. North) 468-84667.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Sixteen Thousand Dollars (\$16,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after February 1, 2010, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

RIDGE PORT NORTH 6TH ADDITION
Lot 4, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 4, Block A, RIDGE PORT NORTH 6TH ADDITION, shall pay 100 percent of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set for herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of March, 2010.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

NOTICE OF COMMUNITY UNIT PLAN
RIDGE PORT NORTH - DP-237

THIS NOTICE made this 8th day of February, 2010, by Via Christi Property Services, Inc., a Kansas not for profit corporation, Cornerstone Assisted Living, Inc., a Kansas not for profit corporation, and Catholic Diocese of Wichita, a Kansas not for profit corporation, hereinafter called "Declarant,"

WITNESSETH

WHEREAS, Declarant is the owner of the following-described property:

RIDGE PORT NORTH 6TH ADDITION
Lots 1 through 8, Block A

and

WHEREAS, Declarant is desirous to file notice that a community unit plan approved by the City of Wichita is on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

NOW, THEREFORE, the Declarant gives notice that the approved RIDGE PORT NORTH COMMUNITY UNIT PLAN NO. DP-237 has placed restrictions on the use and requirements on the development of the above-described real property. The community unit plan shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Lots 1 through 8, Block A, Ridge Port North 6th Addition, Wichita, Sedgwick County, Kansas.

EXECUTED the day and year first written above.

Via Christi Property Services, Inc.

Catholic Diocese of Wichita

By: R. Allan Allford
R. Allan Allford, President

By: Michael O. Jackels
Michael O. Jackels, President

Cornerstone Assisted Living, Inc.

By: Jerry Carley
Jerry Carley, President/CEO

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 8TH day of February, 2010, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came R. Allan Allford, as President of Via Christi Property Services, Inc., a Kansas not for profit Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Karen L. Allen
Notary Public

(My Appointment Expires: 10/31/2012)



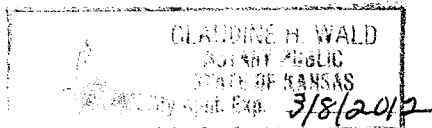
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 5th day of February, 2010,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Michael O. Jackels, as President of Catholic Diocese of Wichita, a
Kansas not for profit Corporation, personally known to me to be the same persons who
executed the within instrument of writing and such persons duly acknowledged the
execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.

Claudine H. Wald
Notary Public

(My Appointment Expires: 3/8/2012)



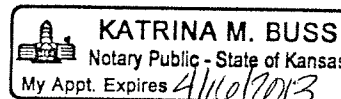
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 8th day of February, 2010,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Jerry Carley, as President/CEO of Cornerstone Assisted Living, Inc., a
Kansas not for profit Corporation, personally known to me to be the same persons who
executed the within instrument of writing and such persons duly acknowledged the
execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.

Katrina M. Buss
Notary Public

(My Appointment Expires: 4/10/2013)



CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, Via Christi Property Services, Inc., a Kansas not for profit corporation, as owner of Lot 4, Block A, RIDGE PORT NORTH 6TH ADDITION, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Improvements

As a result of the above-mentioned petition(s) for improvements, said Lot 4, Block A, Ridge Port North 6th Addition, or portions thereof, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 8TH day of February, 2010.

Via Christi Property Services, Inc.

By: R. Allan Allford
R. Allan Allford, President

Certificate of Petition

Page 2 of 2

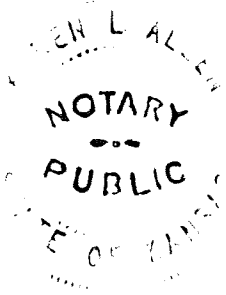
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 8TH day of February, 2010,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came R. Allan Allford as President of Via Christi Property Services, Inc., a
Kansas not for profit Corporation, personally known to me to be the same persons who
executed the within instrument of writing and such persons duly acknowledged the
execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.

Loren L. Allen
Notary Public

(My Appointment Expires: 10/31/2012)



RESTRICTIVE COVENANT

THIS DECLARATION made this 8th day of February, 2010, by Via Christi Property Services, Inc., a Kansas not for profit corporation, Cornerstone Assisted Living, Inc., a Kansas not for profit corporation, and Catholic Diocese of Wichita, a Kansas not for profit corporation, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

RIDGE PORT NORTH 6TH ADDITION

Lots 1 through 8, Block A

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserves "A", "B", and "C", within Ridge Port North 6th Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserves "A" and "B" are hereby reserved for open space, landscaping, drainage purposes, lakes, berms, gazebos, signage, entry monuments, screening walls, sidewalks, and utilities as confined to easements.

Reserve "C" is hereby reserved for private streets, signage, entry monuments, open space, landscaping, drainage purposes, sidewalks, parking, and utilities as confined to easements.

Reserves "A", "B", and "C" shall be owned and maintained by the lot owners association for the addition.

2. That a Lot Owner's Association shall be formed and incorporated as a non-profit corporation under Kansas Statutes at the Declarant's sole cost. Reserves "A", "B", and

“C”, as designated on the plat of Ridge Port North 6th Addition, shall be deeded to the Lot Owner’s Association upon its incorporation or within 30 days thereafter.

3. That the declaration of covenants and other provisions of the Lot Owner’s Association being formed shall provide specific pertinent language requiring that the Lot Owner’s Association shall include the first or any other subsequent phase or phases for the maintenance of any and all common areas contiguous to Reserves “A”, “B”, and “C”, to Ridge Port North 6th Addition under the same scope of responsibility as the initial phase of development.

4. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserves, as defined, for the purposes of maintaining such Reserves. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Lot Owners Association, as may be appropriate, has failed to maintain the reserves in a reasonable and prudent manner,

and,

B. That the appropriate governing body has given written notice to the Declarant or the Lot Owners Association and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Lot Owners Association shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against all lots in Ridge Port North 6th Addition, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in Lots in RIDGE PORT NORTH 6TH ADDITION, Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

Via Christi Property Services, Inc.

Catholic Diocese of Wichita

By: R. Allan Allford
R. Allan Allford, President

By: + Michael O. Jackels
Michael O. Jackels, President

Cornerstone Assisted Living, Inc.

By: Jerry Carley
Jerry Carley, President/CEO

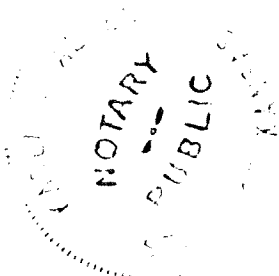
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 8TH day of February, 2010, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came R. Allan Allford, as President of Via Christi Property Services, Inc., a Kansas not for profit Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Karen L. Allen
Notary Public

(My Appointment Expires: 10/31/2012)



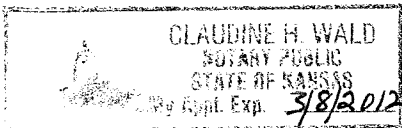
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 5th day of February, 2010,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Michael O. Jackels, as President of Catholic Diocese of Wichita, a
Kansas not for profit Corporation, personally known to me to be the same persons who
executed the within instrument of writing and such persons duly acknowledged the
execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.

Claudine H. Wald
Notary Public

(My Appointment Expires: 3/8/2012)



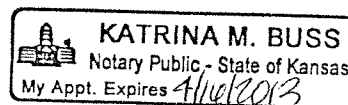
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 8th day of February, 2010,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Jerry Carley, as President/CEO of Cornerstone Assisted Living, Inc., a
Kansas not for profit Corporation, personally known to me to be the same persons who
executed the within instrument of writing and such persons duly acknowledged the
execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.

Katrina M. Buss
Notary Public

(My Appointment Expires: 4/10/2013)



DECLARATION OF CROSS LOT ACCESS AND EASEMENT

This Declaration is made as of this 8th day of February, 2010, by the undersigned.

- A. The undersigned are the owners of Lots 1 through 8, Block A, Ridge Port North 6th Addition, Wichita, Sedgwick County, Kansas.
- B. The undersigned desires to provide for cross lot access and easements for pedestrian and vehicular traffic over and across all Lots in said Ridge Port North 6th Addition.

NOW, THEREFORE, the undersigned hereby declares, establishes and grants to and for the benefit of each of their respective lots, for the convenience of the owners and employees, customers, and invitees of the owners thereof, mutual non-exclusive easements and rights-of-way for the purpose of ingress and egress of vehicular and pedestrian traffic along and across those portions of the respective parcels on said Lots to be established as driveways and sidewalks from time to time.

Said easements are for the purpose of providing ingress and egress between and for the benefit of each of the parcels on said lot, the owners thereof, their employees, customers and invitees. There shall be erected no continual fence or other barrier which would prevent or obstruct the passage of such vehicular and pedestrian traffic between said parcels; provided, however, that this Declaration shall not be construed to create any rights in the general public nor as a dedication to public use of any portion of said parcels on said Lots.

The easements herein granted are superior and paramount to the rights of the owner of the servient estates so created and shall be deemed covenants that run with the land and shall inure to the benefit of and be binding upon the owners of said Lots, their successors and assigns.

Declaration of Cross Lot Access and Easement
Page 2 of 3

IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written.

Via Christi Property Services, Inc.

Catholic Diocese of Wichita

By: R. Allan Allford
R. Allan Allford, President

By: + Michael O. Jackels
Michael O. Jackels, President

Cornerstone Assisted Living, Inc.

By: Jerry Carley
Jerry Carley, President/CEO

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 8TH day of February, 2010, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came R. Allan Allford, as President of Via Christi Property Services, Inc., a Kansas not for profit Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Karen L. Allen
Notary Public

(My Appointment Expires: 10/31/2012)



Declaration of Cross Lot Access and Easement
Page 3 of 3

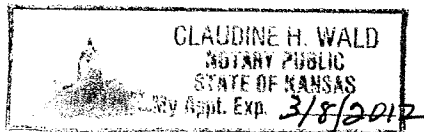
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 5th day of February, 2010,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Michael O. Jackels, as President of Catholic Diocese of Wichita, a
Kansas not for profit Corporation, personally known to me to be the same persons who
executed the within instrument of writing and such persons duly acknowledged the
execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.

Claudine H. Wald
Notary Public

(My Appointment Expires: 3/8/2012)



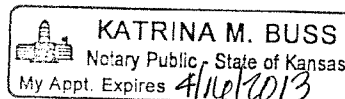
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 8th day of February, 2010,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Jerry Carley, as President/CEO of Cornerstone Assisted Living, Inc., a
Kansas not for profit Corporation, personally known to me to be the same persons who
executed the within instrument of writing and such persons duly acknowledged the
execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.

Katrina M. Buss
Notary Public

(My Appointment Expires: 4/16/2013)



CROSS LOT DRAINAGE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

THIS AGREEMENT, made and entered into this 8th day of February, 2010, by and between Via Christi Property Services, Inc., a Kansas not for profit corporation, Cornerstone Assisted Living, Inc., a Kansas not for profit corporation, and Catholic Diocese of Wichita, a Kansas not for profit corporation, hereinafter collectively referred to as "GRANTORS".

WHEREAS, Via Christi Property Services, Inc. is the record title owner of the following described real property, to-wit:

Parcel "A"

Lots 1, 2, 3, 4, 6 and 7, Block A,
Ridge Port North 6th Addition,
Wichita, Sedgwick County, Kansas

and,

WHEREAS, Cornerstone Assisted Living, Inc. is the record title owner of the following described real property, to wit:

Parcel "B"

Lot 8, Block A,
Ridge Port North 6th Addition,
Wichita, Sedgwick County, Kansas

and,

WHEREAS, Catholic Diocese of Wichita is the record title owner of the following described real property, to-wit:

Parcel "C"

Lot 5, Block A,
Ridge Port North 6th Addition,
Wichita, Sedgwick County, Kansas

and,

WHEREAS, said parcels are contiguous to and lie directly adjacent to each other; and

WHEREAS, said Parcels presently drain over, across, and through each other into the existing storm sewer system, and

WHEREAS, the Grantors desire to provide this perpetual cross lot drainage agreement.

NOW, THEREFORE, in consideration of the premises, Grantors hereby subject the above-described Parcel 'A', Parcel 'B', and Parcel 'C' to the following agreement:

1. That said existing storm sewer system will continue to operate in a positive drainage pattern.
2. Grantors have the right to expand, extend and/or modify the existing private storm sewer system so long as the modifications do not adversely impact the other Grantor's real property.
3. Grantors acknowledge and accept a minimized amount of surface drainage from the adjacent Grantor's property.
4. Grantors will maintain said storm sewer system in a good operating manner so that the other Grantor's real property is not adversely impacted.

The agreement hereby established shall run with the land and shall be binding upon and inure to the benefit of the Grantors and all subsequent owners and occupiers of the above-described Parcels.

EXECUTED the day and year first above written.

Via Christi Property Services, Inc.

Catholic Diocese of Wichita

By: R. Allan Allford
R. Allan Allford, President

By: Michael O. Jackels
Michael O. Jackels, President

Cornerstone Assisted Living, Inc.

By: Jerry Carley
Jerry Carley, President and CEO

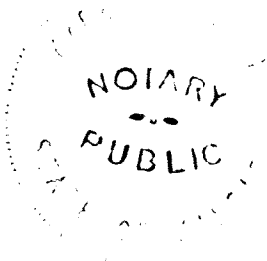
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 8TH day of February, 2010,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came R. Allan Allford, as President of Via Christi Property Services, Inc., a
Kansas not for profit Corporation, personally known to me to be the same persons who
executed the within instrument of writing and such persons duly acknowledged the
execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.

Karen L. Allen
Notary Public

(My Appointment Expires: 10/31/2012)



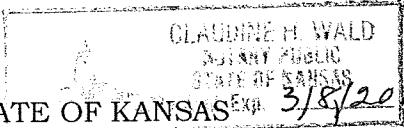
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 5th day of February, 2010, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Michael O. Jackels, as President of Catholic Diocese of Wichita, a Kansas not for profit Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Claudine H Wald
Notary Public

(My Appointment Expires: 3/8/2012)

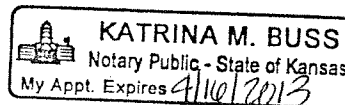

STATE OF KANSAS Exp. 3/8/2012
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 9th day of February, 2010, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jerry Carley, as President/CEO of Cornerstone Assisted Living, Inc., a Kansas not for profit Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Katrina M. Buss
Notary Public

(My Appointment Expires: 4/16/2013)



City of Wichita
City Council Meeting
March 2, 2010

To: Mayor and City Council

Subject: VAC2009-00009 - Request to vacate a portion of platted street right-of-way; generally located south of Lincoln Street, west of Rock Road. (District II)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicants are requesting the vacation of the west half of an undeveloped 60-foot wide portion of Bayley Street right-of-way (ROW); that portion of Bayley Street ROW abutting the south lot line of the south ½ of Lot 6, Block C and abutting the north lot line of the north 79.54 feet of Lot 3, Block F, all in the Broadmoor Addition, Wichita, Sedgwick County. The west half of Bayley is not developed (looks like a yard). The east half functions as private gravel drive serving three property owners, two on the north side and one on the south. The east half of Bayley will not be vacated. There is a City-erected barricade separating the west and east halves of this portion of Bayley Street, between Doreen and Longfellow Streets. The west half of Bayley is higher than the east half of Bayley Street. There are drainage considerations in this portion of Bayley Street, as there are drainage grates located in the curb east of the Longfellow and Bayley Street intersection. There are sewer (north to south) and water lines (east to west) located within the proposed vacated ROW; all of the vacated ROW will be retained as a utility and drainage easement. Vacating this portion of Bayley Street will not disrupt traffic in the area (Bayley has never been developed), nor will it deny anyone access or create a dead-end street. This portion of Bayley Street was platted on the Broadmoor Addition, which was recorded with the Register of Deeds on October 14, 1949. Note: Lot 5, Block C, the Broadmoor Addition was later included in as Lot 9, in the replatted Smith and Mann Addition (property located on the north side of the east half of Bayley Street), recorded on September 22, 1972.

Analysis: The MAPC voted (11-0-1) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

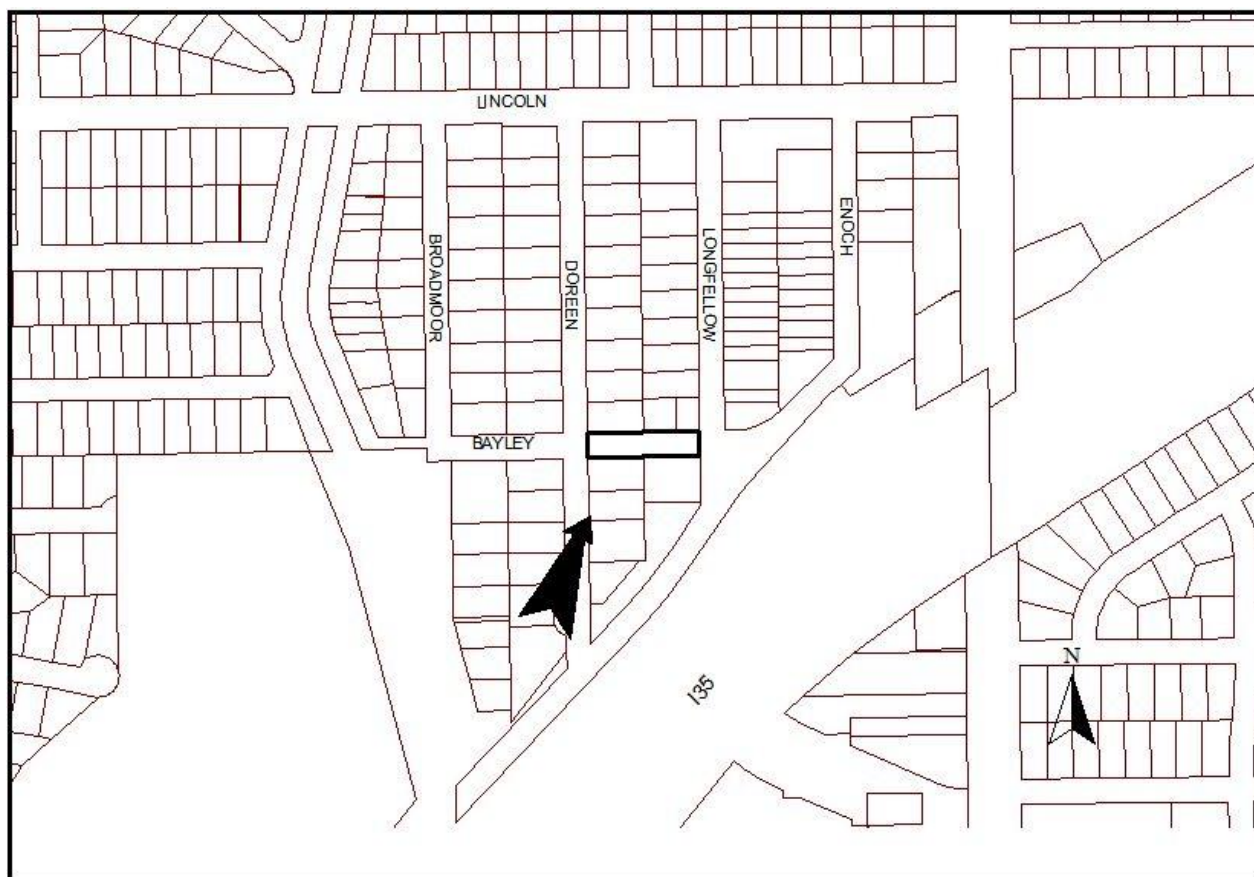
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order and covenants will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: Covenants.



City of Wichita
City Council Meeting
March 2, 2010

To: Mayor and City Council

Subject: VAC2009-00017 - Request to vacate a portion of platted street right-of-way; generally located northwest of the Armour and Kellogg Street intersection. (District II)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant is requesting the vacation of a five foot wide portion of Whittier Street right-of-way (ROW) along the east lot line of Lot 1, Block 1, Rusty Eck Ford Addition. Whittier is a 70-foot wide local road (current standards are 60 feet), which intersects Armour Drive (south side) and Towne East Mall Drive (north side). There is a fence and parking lot encroaching 0.4 to 1.8 feet into the ROW. There are water lines within the Whittier ROW. Sewer is in the platted 20-foot utility easement, which runs parallel to a portion of Whittier, along the east lot line of Lot 1, Block 1, Rusty Eck Ford Addition. The ROW is not located within any Federal Emergency Management Agency (FEMA) floodways or flood zones. There are no franchised utilities located within the described ROW. This portion of Whittier was originally platted in the Rockwood Fourth Addition, and was subsequently replatted as the Rockwood Fifth Addition, a portion of which was then replatted as the Rusty Eck Ford Addition. The Rusty Eck Ford Addition was recorded with the Register of Deeds on June 2, 2003.

Analysis: The MAPC voted (10-0-1) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

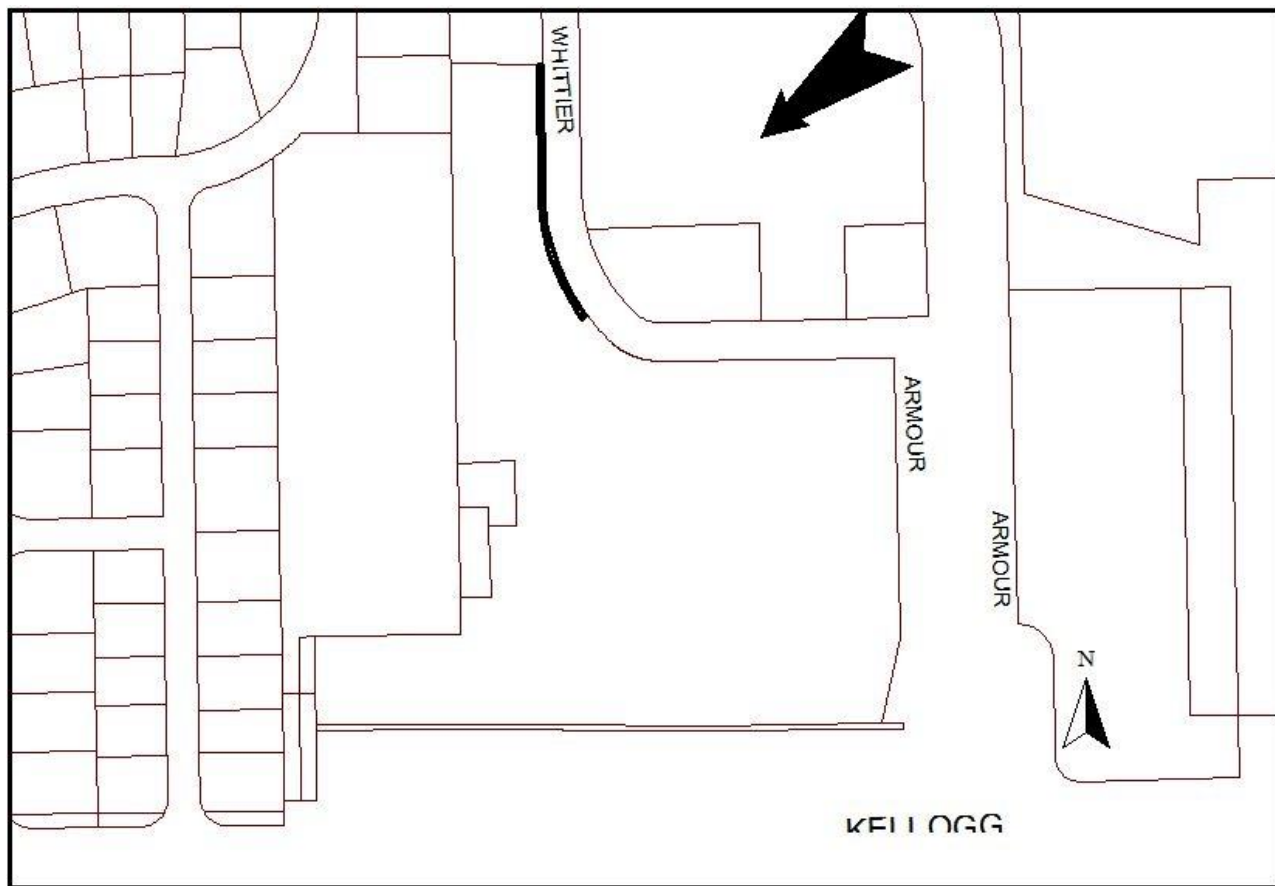
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: None.



City of Wichita
City Council Meeting
March 2, 2010

To: Mayor and City Council

Subject: VAC2009-00037 - Request to vacate the platlor's text of a platted reserve to amend the uses allowed and vacate a portion of the platted alley; generally located west of Hydraulic Avenue, on the north side of Lincoln Street. (District I)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant is requesting the vacation of the platlor's text to amend the uses allowed in the platted Reserve A Quick Trip 5th Addition. Currently, the platlor's text states that Reserve A is to be used for landscaping. The applicant requests the vacation to allow utilities, screening, parking, drives and retaining landscaping. There are no manholes, sewer or water lines in the platted reserve. The applicant is also requesting that the platted 20-foot wide east-west alley be vacated. There is a sewer line and a manhole located in the east portion of the alley; a portion of the alley will be retained as an easement. There are no water lines located in the platted alley. The platted alley intersects Greenwood Street on its west side and a platted 10-foot wide, north-south alley on its east side; the Amidon's Addition, recorded in 1887. Vacating the alley would create a north-south dead-end alley; an access easement or right-of-way (ROW) will have to be dedicated to provide access to public ROW. Westar has equipment within the described areas. The Quick Trip 5th Addition was recorded with the Register of Deeds on September 2, 1993. This case is associated with Commercial Lot Split, SUB2009-77.

Analysis: The MAPC voted (10-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

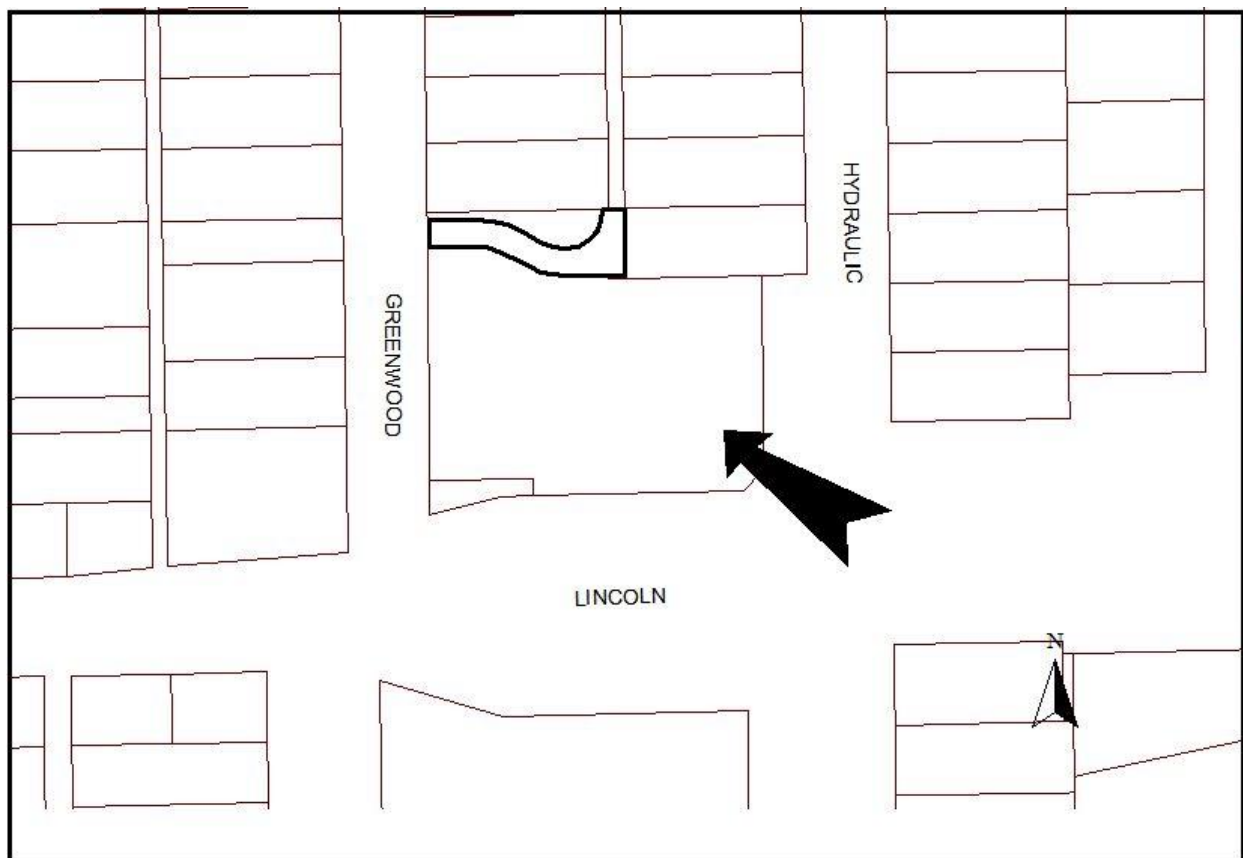
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order, dedications by separate instruments for street right-of-way, a utility easement, an access easement, an abutter's access easement and a restrictive covenant will be recorded with the Register of Deeds. The applicant has recorded a sewer easement.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: Dedications by separate instruments for street right-of-way, a utility easement, an access easement and an abutters access easement and a restrictive covenant.



City of Wichita
City Council Meeting
March 2, 2010

To: Mayor and City Council

Subject: VAC2009-00043 - Request to vacate an alley created by general warranty deed; generally located on the east side of Meridian Avenue, midway between Harry Street and Merton Avenue. (District IV)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant is requesting the vacation of the 20-foot wide alley right-of-way (ROW) created by a general warranty deed and approved by the "Commission" on April 6, 1954; #926, pages 529 and 530. The deed describes the owner, "first party," of the south 20 feet of Lot 31 Block A, South University Place Addition, conveying it as an alley for "the public," which is identified as the "second party." The two abutting north and south properties list the same ownership address of the applicant. The subject alley connects the platted, north-south alley to Meridian Avenue. The platted north-south alley was recorded on the South University Place Addition, with the Register of Deeds on January 22, 1887, and connects to Harry Street (north) and Merton Avenue (south). The proposed vacation will not create any dead-end public ROWs, nor will it deny access to public ROW to any abutting or adjacent properties. There are no utilities in the subject alley. The Meridian half street ROW varies from 40 to 50 feet in this area. The half street portion of Meridian Avenue along the site's frontage is 40 feet, with 50 feet of half street ROW across from it; this retains the west 10 feet of the alley as street ROW.

Analysis: The MAPC voted (10-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

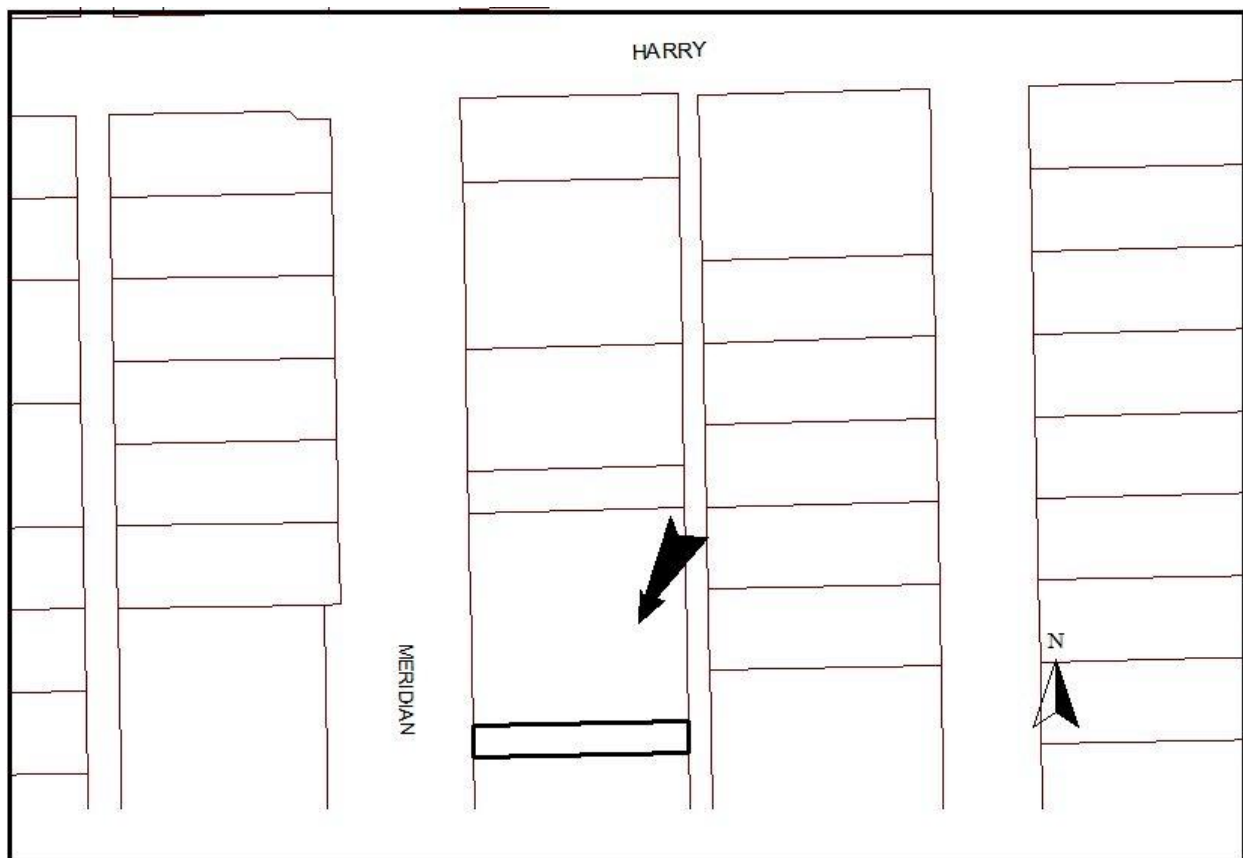
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: None.



City of Wichita
City Council Meeting
March 2, 2010

To: Mayor and City Council

Subject: VAC2009-00044 - Request to vacate the platlor's text in reference to platted reserve to amend the uses allowed; generally located at the southeast corner of 29th Street North and Gouverneur Street. (District II)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant is requesting that the uses allowed in the platted Reserve B, Larksfield Place Addition be vacated and amended. Currently, the platlor's text states that Reserve B is to be used for "...the construction and maintenance of public utilities, drainage, landscaping, irrigation and recreation areas...platted also for a floodway." The applicant requests the vacation to allow for signage, while retaining the platted reserve's original uses. There are manholes and sewer lines located in the platted reserve, and they are covered by platted easements. Water is located outside of the reserve. The platted reserve is not located within any FEMA floodways or flood zones. There are no franchised utilities located within the described reserve. The site is located within CUP DP-73; all signage must conform to CUP DP-73's standards and, if needed, any adjustment or amendment needed for additional signage in CUP DP-73 is required. The Larksfield Place Addition was recorded with the Register of Deeds on July 14, 1986.

Analysis: The MAPC voted (10-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

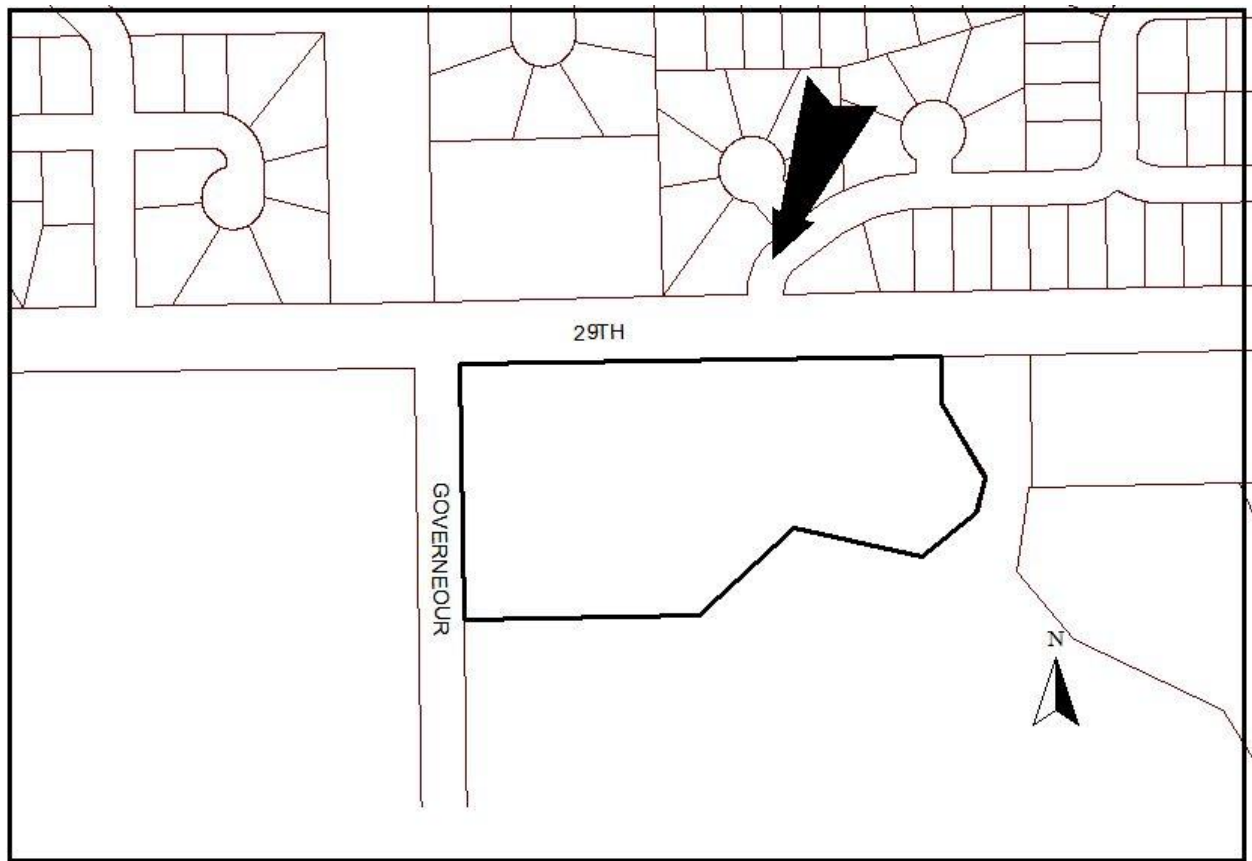
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: None.



**City of Wichita
City Council Meeting
March 2, 2010**

TO: Mayor and City Council

SUBJECT: Sanitary Sewer in McCarty 2nd Addition (south of 31st Street South, west of the Kansas Turnpike (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendations: Adopt the resolution.

Background: On June 10, 2008, the City Council approved a petition to construct a sanitary sewer in McCarty 2nd Addition. The authorizing resolution contained an error in the method of assessment and does not match the petition. A resolution has been prepared to correct the error.

Analysis: The project serves new commercial development.

Financial Considerations: The approved project budget of \$50,000 is unaffected.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing sanitary sewer improvements required for new commercial development.

Legal Considerations: State Statutes provide the City Council authority to correct the error by resolution.

Recommendation/Actions: It is recommended that the City Council adopt the resolution and authorize the necessary signatures.

Attachments: Resolution.

First Published in the Wichita Eagle on March 5, 2010

RESOLUTION NO. 10-048

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 6, MAIN 14, WAR INDUSTRIES SEWER (SOUTH OF 31ST ST. SOUTH, WEST OF THE KANSAS TURNPIKE) 468-84524 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 6, MAIN 14, WAR INDUSTRIES SEWER (SOUTH OF 31ST ST. SOUTH, WEST OF THE KANSAS TURNPIKE) 468-84524 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO- WIT:

SECTION 1. That Resolution No. 08-303 adopted on June 10, 2008 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct Lateral 6, Main 14, War Industries Sewer (south of 31st St. South, west of the Kansas Turnpike) 468-84524.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for hereof is estimated to be Fifty Thousand Dollars (\$50,000), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after January 1, 2008, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

MCCARTY 2ND ADDITION

Lots 6 through 9, Block 2

SECTION 5. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a fractional basis.

That the owner of Lots 6 through 9, Block 2, MCCARTY 2ND ADDITION to Wichita, Sedgwick County, Kansas shall each pay 1/4 of the total cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 2nd day of March, 2010.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

City of Wichita
City Council Meeting
March 2, 2010

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena Winterjam
(District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events Procedure, the event promoter Mike Sandbo is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Winterjam March 21, 2010 7:00 am – March 22, 2010 2:00 am

- § William Street, St. Francis to Commerce Street
- § Commerce Street, William to Waterman

Client will arrange to remove blockades as necessary to allow emergency vehicle access during the entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

**City of Wichita
City Council Meeting
March 2, 2010**

TO: Mayor and City Council

SUBJECT: East Kellogg, Cypress to 127th Street East (Project I) –Design Supplemental Agreement No. 0A.
(District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 0A.

Background: Kellogg Avenue (US54/400) is a vital east-west route through Wichita and Sedgwick County. Expansion of the Kellogg Avenue (US54/400) Corridor from a four lane expressway to the six lane freeway, known as the Kellogg Flyover, began in 1990 just west of Wichita's Central Business District. Successive projects have extended the freeway section both east and west for a total 13 mile long six lane freeway from 111th Street on the west side to 1/2 mile east of Rock Road (Cypress Street) on the east side. The current six lane improvement ends at Cypress Street and abuts the existing 4 lane segment. The existing four lane extends east through the interchange at I-35 / Kansas Turnpike Authority (KTA) and major at-grade intersections at Webb Road and at Greenwich Road to 127th Street East (Project I). It continues as a 4 lane thru the interchange at K-96 and at-grade intersections at 143rd and 159th (Project II).

When the KTA (Plaza 50) was constructed at Kellogg, Webb Road was a secondary road in a rural area. In the past 50 years, the area has become urbanized and Webb Road has become a major arterial street. The task of providing two conventional interchanges as close together as Webb and the KTA toll plaza is recognized by industry professionals as difficult, at best. The project team engaged the network of partners including KDOT and the KTA to find a solution. Numerous different options were developed and reviewed over a period of about a year. The consideration of all available options was key to providing a design that would work well into the future.

Analysis: The original agreement for professional services, dated December 4, 2007, provided a mechanism for additional work. The effort required to evaluate options at the KTA/Webb Road Interchange were beyond the extent anticipated in the original agreement. Supplemental Agreement No. 0A with PB has been prepared to authorize the additional services required for the development of the various concepts. This supplemental is in compliance with the mechanism in the original agreement. Additionally, the original budget did not include funding for the direct expenditures required to produce this project. The budget is being amended to allow this activity.

Financial Considerations: The investment to produce additional alternatives and engage partners in an acceptable solution are summarized below:

<u>Description</u>	<u>Total Cost</u>
Original PB Contract	\$ 6,975,601.36
plus Supplemental 0A	\$ 451,793.00
plus Direct Expenses	<u>\$ 300,000.00</u>
Revised Contract Amount:	\$ 7,526,894.36

Funding is available within the East Kellogg Project budget, funded by the local sales tax.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving east-west traffic flow and safety.

Legal Considerations: Supplemental Agreement No. 0A and amending ordinance have been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve Supplemental Agreement No. 0A, increase the budget, place the ordinance on first reading and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 0A, amending ordinance, and original contract.

ORDINANCE NO.48-634

AN ORDINANCE AMENDING ORDINANCE NO. **47-706** OF THE CITY OF WICHITA, KANSAS DECLARING **KELLOGG, BETWEEN CYPRESS AND 127TH STREET EAST (472-84615)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. SECTION 3 of Ordinance **47-706** is hereby amended to read as follows:

“SECTION 3. The costs of the design of the above described improvements is estimated to be **Seven Million Five Hundred Twenty-Six Thousand Eight Hundred Ninety-Five Dollars (\$7,526,895)** exclusive of the cost of interest on borrowed money, with the total cost paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.”

SECTION 2. The original of SECTION 3 of Ordinance No. **47-706** is hereby repealed.

SECTION 3. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 9th day of March, 2009.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

AGREEMENT

Project I
472-48615
OCA 705006

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PB AMERICAS, INC.

for

EAST KELLOGG IMPROVEMENTS (US-54)
FROM CYPRESS TO 127TH STREET

THIS AGREEMENT, made this 4th day of December, 2007, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PB AMERICAS, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

East Kellogg Improvements (US-54) from Cypress to 127th Street (Project I)
(Project No. 472 84615)

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing East Kellogg improvements and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volumes I and II, Bureau of Local Project's (BLP) project memorandums, memos, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the City's approved Project Development Procedure for Non-HNS Projects/Project Procedures Manual, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions, and A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation

Officials Policy, the KDOT Corridor Management Policy, and the latest version, as adopted by the Secretary, of the Manual on Unified Control Devices (MUTCD), as applicable.

- C. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- D. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- E. To save and hold CITY and the Secretary of Transportation, Kansas Department of Transportation harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by the negligent errors and omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- F. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- G. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- H. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- I. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- J. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- K. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$50,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation - Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- L. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work

required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be based upon the ENGINEER'S actual costs and may be less than the estimated amount. Payment shall be full compensation for salary costs, expenses, overhead (overhead to be applied to straight-time salary cost only with premium overtime reimbursed at cost), profit, subcontracting and all other costs required in performing the work described herein. Overhead includes fringe benefits. The test of the allowability to be applied for this agreement shall be based on the provisions of the agreement and on the reasonableness of allocation of costs under generally accepted accounting principles and practices. Overhead costs shall be computed by multiplying an Overhead Factor times the actual salaries or wages paid to personnel assigned to the PROJECT. The Overhead Factor shall be 154.7 percent for the work required by this agreement. The ENGINEER shall submit to CITY the basis for the overhead rate prior to any payments.

Total payments to the ENGINEER for the preparation of the work associated with the PROJECT shall include the actual costs accruing in the performance of the professional services as outlined in this agreement which are estimated to amount to \$6,442,787.38 plus a fee for profit which shall be twelve (12) percent of the ENGINEER'S actual costs so that the total payments shall not exceed the sum of \$6,795,601.36 and shall generally be in accordance with the estimate provided as Exhibit C. Profit shall not be applied to subcontractors, i.e., landscape architectural services, geotechnical services, etc.; or to direct expenses such as plan reproduction, CAD system services, etc.

During the progress of work covered by this agreement, partial payments may be made to the ENGINEER at intervals of four (4) weeks. The progress billings shall be supported by documentation acceptable to the City Engineer which shall include a project bar chart or other suitable progress chart indicating progress on the PROJECT and a record of the time period to complete the work, the time period elapsed, and the time period that remains to complete the work. Billings submitted during the progress of the work will be paid on the basis of the costs accrued to the PROJECT plus a fee for profit based upon a fixed percentage of the ENGINEER'S actual costs. Accumulated partial payments for the PROJECT shall also be based on milestones in Exhibit A and shall not exceed ninety-five percent (95%) of the total fees for services prior to satisfactory completion of all work required by this agreement. The major tasks and accumulated partial payment amounts are listed below:

Accumulated partial payments shall not exceed \$3,737,580.75 (fifty-five percent of the maximum fee payment amount) until field check plans have been received and approved by the City Engineer for distribution to utility companies. Accumulated partial payments shall not exceed \$5,776,261.16 (eighty-five percent of the maximum fee payment amount) until office check plans have been received and approved by the City Engineer for distribution to utility companies. Accumulated partial payments shall not exceed \$6,116,041.22 (ninety percent of the maximum fee payment amount) until

the final utility plans allowing for utility relocations or adjustments for the PROJECT have been received and approved by the City Engineer for distribution to the utilities.

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 2. Additional design services not covered by the scope of this agreement.
 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 4. A major change in the scope of services for the PROJECT.
- If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

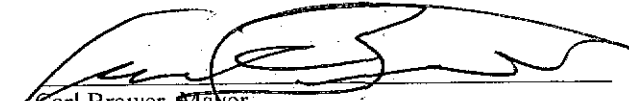
V. THE PARTIES HERETO MUTUALLY AGREE:

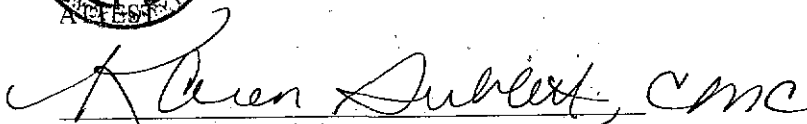
- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

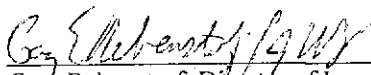
BY ACTION OF THE CITY COUNCIL



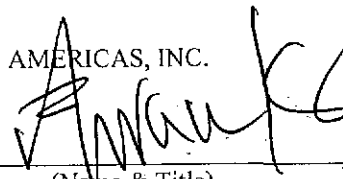

Carl Brewer, Mayor


Karen Sublett, City Clerk

APPROVED AS TO FORM:


Gary Rebenstorf, Director of Law

PB AMERICAS, INC.


(Name & Title), Senior Vice President

ATTEST:

Exhibit "A" – Scope

Project I: East Kellogg Improvements (US-54) from Cypress to 127th Street

SECTION I – GENERAL SCOPE OF SERVICES

Project Description

The project scope will consist of survey, evaluation of the existing concept plans, development of alternative concepts and preparing final plans, specifications and cost estimate (PS&E) for a six-lane urban freeway with one-way, two-lane continuous frontage roads on each side of the freeway. The anticipated project length is approximately 2.5 miles on Kellogg Avenue, beginning approximately at the east terminus of the City of Wichita Project No. 468-83638 (Rock Road Interchange) extending east to approximately 127th Street East. This scope of services includes only minimal changes to the Rock Road Interchange improvements as required to tie-in with those improvements. Services will not include any modifications to the existing grade separation structure at Eastern. The east terminus of the Project will be determined in conjunction with Project II, East Kellogg Improvements from 127th Street to 159th Street, to best meet the requirements of future improvements at the US-54/K-96 interchange. The final plans include an interchange at KTA/Webb Road, an interchange at Greenwich Road, a grade separation at Zelta Street, a grade separation over I-35 and associated Side Road Improvements within the project limits.

The Design Project Schedule will begin at Notice To Proceed (NTP) and end at Construction Bid Letting & Award date as noted in the Schedule section of this proposal. All work to be performed by PB beyond the Construction Bid Letting & Award date, herein referred to as Construction Phase Services, including Shop Drawing Reviews, Construction Management, Construction Inspection, Request For Information (RFI), Permitting process during Construction Phase, Public Meetings and Involvement during Construction Phase and other required services shall be compensated for through a Construction Phase Services Supplement to be executed between the CITY and PB prior to rendering of such services.

Design Phases

1. Phase I – Concept Development
 - a. Surveys
 - b. Existing traffic counts & future projection
 - c. Evaluation of existing design concept
 - d. Evaluation of alternative design concepts
 - e. Selection of a FINAL concept
2. Phase II – Plan Development
 - a. Field Check Plans
 - b. ROW Strip Map & ROW Tract Maps
 - c. Office Check Plans
 - d. Final Plans
 - e. Construction Bid Letting Services

Construction Packages

Multiple Construction Packages (plan volumes split by construction phases) are expected, the exact number is to be determined during the design phase. For the purpose of defining scope, man-hour and fee, it is assumed that a total of six (6) separate construction packages may be

issued. Each construction package will be formatted to allow for individual bid lettings including temporary and permanent ties to adjacent construction packages.

Design Components

1. Survey
2. Traffic Engineering
3. Roadway Design & Paving (Freeway & Interchanges, CITY Streets & Frontage Roads)
4. Geotechnical Engineering
5. Structures (Grade Separations, Drainage Structures and Retaining Walls)
6. Drainage (Storm Sewer System, Stream Crossings, Adjacent Storm Water Detention Ponds)
7. Traffic Signals
8. Pavement Marking
9. Project Signing (including provisions for future ITS applications)
10. Freeway/Street Lighting
11. Art & Aesthetics
12. Landscaping & Irrigation
13. ROW Strip and ROW Tract Maps
14. Utilities
15. Maintenance of Traffic during construction (MOT)
16. Environmental Permits, Clearances and Approvals
17. Specifications / Special Provisions
18. Bid Documents

Design Process

1. Public Involvement
2. Continuous Design & Constructability Interface (CDCI) / Cost Estimation
3. Interagency Coordination (KDOT/FHWA/KTA/Sedgwick County/Butler County/CITY of Andover)
4. Project Management
5. Quality Control & Quality Assurance (QAQC)

Plan Preparation Format

In general the level of plan details will be similar to the KDOT plan preparation process utilizing CITY standard drawings and CITY plan preparation process for detail drawings where applicable. General plan drawings shall be at 1"=50' scale with detail drawings at 1"=20' scale. Plans will be prepared in US Customary/English Units and follow the KDOT plan sheet sequence.

Deliverables

1. Survey Notes and Information
 - a. Electronic elevation data files .TIN, .dat and .DWG formats
 - b. Digital planimetric and contour data in .DWG format
 - c. DVD containing digital ortho data in .TIFF format
 - d. Field Survey Books
 - e. Final Survey Notes
 - f. Electronic files of Survey information
2. Traffic Analysis Report
 - a. PB will update the regional travel demand model supplied by WAMPO with current socioeconomic data

- b. PB will prepare a summary report of the data collected, traffic projections, analysis results and recommendations.
- 3. Concept Schematic & Report
 - a. PB will provide a maximum of 7 'thick line' schematic concept drawings
 - b. PB will provide a maximum of four (4) VISSIM simulations
 - c. PB will conduct four (4) workshop meetings with CITY staff
 - d. PB will prepare one (1) draft strip map schematic of CITY Staff approved concept including typical sections, plan and both mainline and frontage road profiles
 - e. PB will prepare one (1) final strip map schematic to present the CITY Council including final typical sections, plan and both mainline and frontage road profiles
 - f. PB will prepare report of final concept
- 4. Drainage Analysis Report
 - a. Preliminary (Draft) Report
 - b. Final Report
- 5. Art & Aesthetic Report (paper copies and electronic pdf file)
 - a. PB will conduct two (2) meetings with CITY staff
 - b. PB will conduct five (5) joint meetings with CITY Council and Design Council
- 6. Field Check Plans
- 7. Geotechnical Engineering Report & Paving Recommendations
- 8. ROW Strip Map and ROW Tract Maps
 - a. One (1) Right-of-way Strip Map
 - b. Tract Maps
 - c. Legal Descriptions
- 9. Utilities
 - a. CITY Water Plans
 - b. CITY Sanitary Sewer Plans
 - c. Prepare utility conceptual plan
 - d. Prepare meeting minutes for quarterly ULCC meetings
 - e. Prepare master schedule for utility relocations
 - f. Prepare utility plans for two (2) ULCC Plan submittals
 - g. Prepare master utility conflict list for two (2) ULCC Plan submittals
 - h. Prepare KDOT's Utility Relocation and Clearance Form
- 10. Maintenance of Traffic (MOT) Plans
 - a. Phased construction sequence
 - b. Six (6) SYNCHRO models; one (1) for each construction package
 - c. Temporary signal plans at four (4) locations
 - d. Temporary paving plans; maximum of seven (7) locations
 - e. Three (3) localized detours
- 11. Environmental Documents
 - a. Environmental Scan
 - i. One (1) kick-off meeting with CITY and KDOT staff
 - ii. Environmental constraints map
 - 1. One (1) draft
 - 2. One (1) final
 - iii. Environmental constraints report
 - 1. One (1) draft
 - 2. One (1) final
 - iv. One (1) public presentation.
 - v. Notify public and regulatory agencies of potential environmental impacts
 - b. Categorical Exclusion (CE) Documentation
 - i. One (1) draft
 - ii. One (1) final
 - c. Section 4(f) Documentation
 - i. Two (2) drafts

- ii. One (1) Final
 - iii. One (1) public information meeting
 - d. Section 6(f) Documentation
 - i. Two (2) drafts
 - ii. One (1) Final
 - iii. One (1) public information meeting
 - e. Environmental Site Assessment
 - i. One (1) draft
 - ii. One (1) final
- 12. Permits
 - a. Section 404 Permit
 - i. Provide Preliminary Wetland Jurisdictional Determinations (USACE)
 - ii. Wetlands Determination Report (USACE)
 - iii. One (1) meeting with the USACE and resource agencies.
 - iv. Threatened and Endangered species coordination letters (USFWS and KDWP)
 - v. Threatened and endangered species habitat survey
 - vi. Cultural Resources clearance letter (KSHS)
 - vii. One (1) Pre-application meeting (USACE)
 - viii. One (1) public information meeting
 - b. Stream Obstructions Permit (KDWR)
 - i. Initial permit application fees
 - c. NPDES Permit including Storm Water Pollution Prevention Plan (SWPPP)
 - i. Maximum of six (6) draft permit applications; one for each construction package
 - ii. Maximum of six (6) final permit applications
 - iii. Maximum of six (6) final SWPPP
 - iv. Initial permit application fees
- 13. Public Involvement Supporting Information
 - a. PB will prepare meeting minutes for 150 one-on-one meetings with property owners
 - b. PB will prepare meeting minutes for two (2) CITY Council meetings
 - i. One (1) CITY Council meeting in a workshop format
 - ii. One (1) CITY Council meeting for final concept approval
 - c. PB will provide supporting information and attend seven (7) DAB meetings
 - d. PB will provide supporting information and attend two (2) public meetings in an Open House format
 - e. PB will prepare a log of all public comments
 - f. PB will provide sign in sheets and comment cards for the public meeting, CITY Council workshop and DAB meetings
 - g. PB will provide the venue cost for two (2) meetings
 - h. PB will prepare and distribute/announce publications, public information, mailings and handouts to public/stakeholders/appropriate agencies
 - i. PB will prepare and distribute quarterly newsletters to affected property owners and stakeholders
- 14. Office Check Plans
- 15. Final Plans
- 16. Final Mylars (Title Sheets and Water line plans only)
- 17. Final electronic CADD drawing files
 - a. AUTOCAD (dwg) format
 - b. pdf format
- 18. Project Special Provisions
 - a. paper copies
 - b. electronic pdf files

19. Continuous Design & Constructability Interface / Cost Estimation
 - a. PB will prepare monthly memorandums documenting constructability review findings and suggestions and current construction cost estimate
 - b. PB will prepare memorandums documenting constructability review findings and suggestions for milestone submittals
 - c. PB will submit estimate of construction cost with each plan submittal
 - d. PB will facilitate one (1) round-table constructability meetings
20. Bid Documents
 - a. PB will prepare meeting minutes for one (1) Pre-Bid Conference per construction package
 - b. PB will prepare meeting minutes for one (1) Pre-Construction Conference per construction package
21. Interagency Coordination
 - a. PB will prepare meeting minutes for 30 face-face meetings with coordinating agencies
22. Reports of Progress

CITY Responsibilities

1. CITY will provide current and applicable standard drawings, CITY utility information, engineering drawings, reports and all existing information and data pertinent to the project.
2. CITY will provide supporting information for quarterly newsletters for property owners and stakeholders
3. CITY will update CITY website with current project status and information.
4. CITY will be responsible for additional fees for updating permits and permit fees required for construction. (PB will be responsible for initial permit application fees)

WAMPO Responsibilities

1. WAMPO provide PB with the regional travel demand model to update.

KDOT Responsibilities

1. KDOT will design standard trusses, supports and foundations for project signs.
2. KDOT will prepare and submit initial and final "Status of Projects Environmental Concerns" letters to the FHWA.

SECTION II – SPECIFIC SCOPE DETAILS

A. SURVEY

Survey will be performed using a combination of Aerial Photogrammetry, Conventional Ground Survey and Laser Scanning. All survey information will be compiled into a single system of electronic files for topography and digital terrain modeling (TIN). The physical limits of the work are shown in Figure 1.

A.1 Aerial Photogrammetry

- The flight altitudes will be such to attain 0.25 feet ground resolution for 1"=50' scale plans
- Contours will be at one (1) foot intervals
- Data from ground surveys for hard pavement shots, obscure areas and Laser Scan areas will be incorporated in the compilation of final digital terrain modeling

A.2 Ground Survey

- Control Survey as per requirements for 2nd Order Control Survey as per KDOT Volume II Coordinating Section Survey Manual
- Topographical surveys not covered by Aerial Photogrammetry and High Resolution Scan
- Drainage Survey
- Acquire the locations of Soil Borings
- Locate utilities
- Set new property corners following acquisition of ROW
- Stake new ROW for all necessary utility relocations

A. 3 High Resolution Scan

- Complete a High Resolution Scan to supplement ground survey and aerial photogrammetry to incorporate in the compilation of final digital terrain modeling at the following locations:
 - 1) Kellogg Avenue and KTA Interchange
 - 2) Kellogg Avenue Overpass at I-35 (KTA) near 127th Street

B. TRAFFIC ENGINEERING

The scope consists of the development of construction year and design year traffic volume forecasts, operational analysis of the corridor using those forecasts, and development of recommended modifications to the corridor.

B.1 Traffic Counts and Future Projections

- AM/PM peak hour turning movement counts at eight (8) locations
 - 1) Kellogg Avenue and Webb Road
 - 2) Kellogg Avenue approximately 800' east of Webb Road
 - 3) Kellogg Avenue and Greenwich Road
 - 4) Kellogg Avenue and Ellison
 - 5) Kellogg Avenue and Zelta
 - 6) Kellogg Avenue and 127th Street
 - 7) Greenwich Road and the west Wal-Mart Drive
 - 8) One additional location to be determined

- 24-hour machine traffic counts at eight (8) locations
 - 1) Kellogg Avenue and the KTA connector (4 locations)
 - 2) I-35 and the KTA connector (4 locations)
- 3 to 7-day machine counts at eight (8) locations
 - 1) Kellogg Avenue between Webb Road and Greenwich Road
 - 2) Greenwich Road north of Kellogg
 - 3) Three (3) locations on Harry Street
 - 4) Three (3) locations on Central Avenue
- Review anticipated land use changes within one mile of the study corridor with CITY and Wichita Area Metropolitan Planning Organization (WAMPO) staff.
- Update the regional travel demand model supplied by WAMPO with current socioeconomic data.
- Apply growth factors developed from the model projections to the field traffic counts conducted to develop construction and design year peak hour traffic volumes.
- Conduct operational analysis using Highway Capacity Manuals (HCM) methodologies at the KTA/Webb Road interchange, the Greenwich Road interchange, the Zelta cross-over, 127th Street and weave and merge areas along the corridor.
- Conduct six (6) project-team workshops with the CITY to discuss interchange concepts.
 - 1) Two (2) workshops to brainstorm schematic layouts for the entire project corridor.
 - 2) Two (2) workshops to refine the concept schematics.
 - 3) Two (2) workshops to define the schematics and conduct constructability review.
- Maximum of 7 concepts consisting of schematic 'thick line' drawings will be developed for each interchange
 - 1) Three (3) at KTA/Webb Road
 - 2) Two (2) at Greenwich Road
 - 3) Two (2) at Zelta Street
- Maximum of four (4) VISSIM simulation models will be developed
 - 1) Two (2) at KTA/Webb Road
 - 2) One (1) at Greenwich Road
 - 3) One (1) at Zelta Street

C. ROADWAY DESIGN

The scope of services consists of performing design, plan preparation, project special provisions and construction cost estimates from the Concept Development to Final Plan, Specifications and Estimate (PS&E) for:

- Kellogg Avenue (Freeway)
- KTA/Webb Road Interchange
- Greenwich Road Interchange
- Zelta Cross-over
- Parallel Frontage Roads
- Arterial Streets
- Secondary Side Roads & Entrances

The mainline will consist of a continuous divided 6-lane urban freeway designed for 70 mph speed for through traffic. The freeway section will be depressed, elevated or at grade as warranted. There will be a continuous one-way 2-lane frontage road on each side of the mainline. Concrete pavement is assumed for all roadway design with the possibility of asphalt transitions on the side roads.

Reconfiguration and redesign of private circulation such as parking lots is not included in this scope of services.

C.1 Freeway, Interchanges & Cross-over

- Horizontal and Vertical alignment will be prepared for the mainline for the final alternative screened from initial 'thick line' schematics. Mainline is assumed to be depressed at KTA/Webb, Zelta and elevated at Greenwich for the purpose of man-hour and fee estimate.
- Interchange/Cross-over layout will be prepared with horizontal alignment only for the final alternative during the concept phase for each of the following locations: KTA/Webb, Greenwich, and Zelta.
- The "Future Road Cross-over" as shown in plans previously prepared by others is not included as part of this project or in this scope of services.

C.2 Frontage Roads

The frontage road design will include curb and gutter, inlets, driveways, valley gutters, ADA compliant sidewalks, turn lanes and storage bays.

- Horizontal and Vertical alignment will be prepared for the parallel Frontage Roads for the final alternative screened from initial 'thick line' schematics.
- Frontage Roads will consist of one way two lanes throughout the length of the project with added lane(s) for on/off ramps and turn lanes for arterial intersections and cross-over. The roadway section will be curb & gutter with twelve foot lanes

C.3 Arterial Streets

Arterial street design will include curb and gutter, inlets, driveways, valley gutters, ADA compliant sidewalks, turn lanes and storage bays.

- Horizontal and Vertical alignment will be evaluated for the final alternative during concept development.
- The following Arterial Streets are assumed:
 - 1) Webb Road is assumed to be approximately 600 feet in length north of the north frontage road curb return and approximately 600 feet in length south of the south frontage road curb return. The Webb Road design will include protection measures between the roadway and the Southern Star gas sub-station.
 - 2) Greenwich Road is assumed to be approximately 600 feet in length north of the north frontage road curb return and approximately 600 feet in length south of the south frontage road curb return.
 - 3) Zelta Street is assumed to match the permanent concrete pavement of the future Zelta as designed by others on the north and match existing pavement in minimum practical distance assumed to be no more than 150 feet in length south of the south frontage road curb return.

C.4 Secondary Side Roads, & Entrances

Secondary Side Roads shall consist of two-lanes, one north bound and one south bound, and shall match existing pavement in minimum practical distance, assumed to be no more than 150 feet in length. The roadway section will include curb and gutter with twelve foot lanes.

- The following secondary Side Roads are assumed:
 - 1) Cypress
 - 2) Wildcat Lane
 - 3) Club Rodeo Entrance

- 4) Car Max Entrance
- 5) Wiedemann
- 6) Chateau
- 7) Trig
- 8) Ellson
- 9) Brundige
- 10) 127th Street

- The KTA Access Road as shown in plans previously prepared by others is not included as part of this project or in this scope of services.

D. GEOTECHNICAL ENGINEERING

The scope of services will include site subsurface investigation at the locations of the various planned structures and along the roadway alignment for Bridges, Retaining Walls and Roadway Pavements. Refer to the Structures section of this document for assumed bridges and retaining walls. Pavement type is assumed to be concrete for mainline and frontage roads including the intersections and asphalt for side roads beyond the intersections to tie-in points.

Design recommendations will be in accordance with KDOT Highway Design manual, and AASHTO Bridge Design Specifications.

E. STRUCTURES

The scope of services consists of performing design, plan preparation, project special provisions and construction cost estimates from the Concept Development to Final Plan, Specifications and Estimate (PS&E) for the assumed grade separations, drainage structures and retaining walls as noted in the subsequent subsections. Final design and plan preparation will be based on the field check plans and field check report. Aesthetic treatment and key details shall be as agreed upon by the CITY prior to Field Check completion. Changes in the aesthetic treatment after the field check which require significant modifications to the structures shall be compensated for through a supplemental contract to be executed between the CITY and PB prior to rendering of such services. Scope of services shall include preparing a SI&A document and calculating load ratings for all final bridges. No signature bridges are anticipated in this scope of services.

Design will be in accordance with KDOT Design Manuals, and AASHTO Bridge Design Specifications.

Noise walls are not anticipated and are not included in this scope of services.

E.1 Grade Separations

- KTA Connector Bridge over Kellogg Avenue approximately 120' long and 125' wide.
- Webb Road Bridge over Kellogg Avenue approximately 120' long and 165' wide.
- Kellogg Avenue Bridge over Greenwich Road approximately 200' long and 165' wide.
- Zelta Street Bridge over Kellogg Avenue over Kellogg Avenue approximately 120' long and 125' wide.
- Kellogg Avenue Bridge over I-35 approximately 335' long and 118' wide.
- South Frontage Road Bridge over I-35 approximately 335' long and 40' wide.

E.2 Drainage Structures

Drainage structures are assumed as Reinforced Concrete Box (RCB) bridges and will be designed as per KDOT standard specifications. Standard RCB design shall be provided by KDOT and modified by PB as necessary. Two (2) RCB bridge locations are assumed in this scope of services.

E.3 Retaining Walls

- Approximately 16,500 feet of Retaining Walls in a depressed (cut) section along Kellogg Avenue
- Approximately 4,300 feet of MSE Walls in elevated (fill) section at the Greenwich Road interchange

Three line drawings, details and cross sections will be prepared as per KDOT specification.

F. DRAINAGE

F.1 Storm Sewer System

The scope includes the design of a closed storm sewer system for the mainline, frontage roads and side roads within the project limits. The scope of services includes the design of two (2) storm sewer pump stations based on the assumption that sump conditions will exist due to a depressed Kellogg Avenue at the KTA/Webb Interchange and Zelta Street cross-over. Storm sewer design will conform to the City of Wichita standards for storm sewer design and the manual titled "Design of Urban Highway Drainage, The state of the Art". Specifically PB will:

- Evaluate the storm sewer system for the final alternative during concept development. Concept evaluation will present a storm sewer system that will provide sufficient project drainage but will not provide specific horizontal and vertical alignments and will consider storm sewer pump station locations. The size and location of detention basins will be estimated based on preliminary inflow hydrographs and pump size and arrangement.
- Prepare ULCC potential conflict lists prior to each of two (2) ULCC subcommittee meetings.
- Design a maximum of two (2) individual storm sewer pump stations based on inflow hydrograph information and receiving stream water-surface elevations provided by the Hydrology & Hydraulics study (Drainage Report) and the Project Design Criteria. Storm sewer pump station design will conform to the Hydraulic Engineering Circular No. 24 "Highway Stormwater pump Station Design". Storm sewer pump station design will include:
 - 1) Pump station location selection
 - 2) Building architectural, structural, electrical, and site civil design
 - 3) Pump station hydraulic design and pump selection
 - 4) Storm water detention basin sizing, location and structural design
 - 5) Pump mechanical and electrical design
- Size and locate pump station discharge piping.

F.2 Stream Crossings

- Drainage design will generally follow KDOT's Drainage Design Manual Volume III and the City's Drainage and Storm Sewer Policy. A new hydrologic and hydraulic analysis for the project corridor will be developed as well as for major watersheds outside the right of way draining through the project corridor.

- KDOT Hydraulic Assessment Checklists will be prepared for each bridge structure at stream crossings

F.3 Drainage Report

- A drainage report will be prepared using the format of Engineering Division Final Drainage Plan Submittal Checklist (City of Wichita's Public Works, February 2007) as applicable.
- The Drainage Report will be submitted twice.
 1. Preliminary Drainage Report to include:
 - a. Off-site hydrologic analysis summary
 - b. Off-site hydraulic analysis summary/boundary conditions for on-site hydraulic analysis
 - c. On-site analysis and design assumptions
 2. Final Drainage Report to include the above with final on-site hydrologic and hydraulic analysis results.

G. TRAFFIC SIGNALS

- Permanent traffic signals will be designed in accordance MUTCD, KDOT and CITY standards at:
 - 1) KTA Connector
 - 2) Webb Road
 - 3) Greenwich Road
 - 4) Zelta Street
- Dual signals are assumed at interchanges to handle ramp intersections with side streets either above or below the mainline Kellogg Avenue
- Design and Plans for all hardware (loops, detectors, controllers etc.), phasing, timing and coordination for signalization; signal structures will be standard type
- Plans will be prepared using both CITY and KDOT standards for urban conditions
- No special structural design of signal mast arms and posts are anticipated in the scope

H. PAVEMENT MARKING

Permanent pavement marking will be designed in accordance MUTCD, KDOT and CITY standards. All mainline roadway, frontage roads, ramps, exits, side streets and intersections within the Project are included in the scope.

I. PROJECT SIGNING

Permanent signing will be designed in accordance MUTCD, KDOT and CITY standards. Standard trusses, sign supports and foundations are assumed and will be designed by KDOT.

J. FREEWAY/STREET LIGHTING

Lighting design and plan preparation will follow KDOT standards for freeway lighting. This scope of services includes special lighting associated with the aesthetic treatment of the project and as approved by the CITY.

Street lighting design for frontage roads and arterial streets will be the responsibility of the local power utility, Westar. PB will coordinate the design within the project area to insure lighting is continuous and compatible.

K. ART & AESTHETICS

*see clarification
June 3, 2008*

The Art and Aesthetics approach will be based on relevance to the community and history of Wichita and the route, integration with the structures and cost effectiveness.

The CITY shall enter into a separate agreement with the ARTIST(s) directly for any reuse elsewhere of art concepts or details developed for this project.

L. LANDSCAPING & IRRIGATION

Landscape design will be within the project right-of-way limits and conform to the City of Wichita's "Landscaping Policy for City Streets" and "Design Guidelines for Public Projects".

Treatment for Art & Aesthetics and the design of one (1) pocket park not to exceed 100'x150' shall be included in this scope of services.

Concept phase will address the general location of landscape elements, specific landscape elements will not be addressed during the concept phase.

M. ROW STRIP AND ROW TRACT MAPS

PB will prepare a right-of-way strip, tract maps and descriptions as required. Preparation of legal descriptions for Right of Entry and submittal of drawings to the City suitable for mailing to property owners is included in the scope of services. Right of Entry limits will not be shown on the plans, only on the tract maps.

N. UTILITIES

N.1 CITY Utilities

The scope of services pertains only to public utilities owned by City of Wichita consisting of Water, Sanitary Sewer and future conduits impacted by the Project. Water and sanitary sewer design will conform to the City of Wichita standards for water and sanitary sewer design.

N.1.1 Water

Water design will include design and location of all water line appurtenances such as line valves, meters, hydrants, blow-off valves, air release valves, concrete encasement of sanitary sewers, bedding, trenching and backfill. This scope of services is based on the following assumed physical extents of the proposed water system:

- Approximately 20,000 lineal feet of large diameter (12" – 24") water line running parallel with the main line with one line located north of the mainline and another south of the mainline.
- Approximately 4 or 5 large diameter (12" – 24") water lines running perpendicular to the mainline connecting the parallel lines mentioned above.
- Approximately 16 small to large diameter connections (2" – 16") to existing water lines generally running perpendicular to the mainline on either side of the mainline.
- Abandonment or removal of approximately 10,000 lineal feet of existing water lines and appurtenances to be taken out of service.

N.1.2 Sanitary Sewer

Sanitary sewer design will include design and location of all sanitary sewer appurtenances such as manholes and drop manhole structures. This scope of services is based on the following assumed physical extents of the proposed sanitary sewer system:

- Approximately 2,400 lineal feet of new medium diameter (8" – 12") sanitary sewer line.
- Review and coordination of approximately 3,000 lineal feet of new sanitary sewer design to be constructed as part of separate projects near or within the project construction limits.
- Review and coordination of approximately 1,500 lineal feet of existing sanitary sewer line in or near the project construction limits.
- Abandonment and/or removal of approximately 2,500 lineal feet of sanitary sewer line to be taken out of service.

N.1.3 Future Utility Conduits

PB will coordinate the design of CITY conduits for future utility lines as part of this scope of services. This scope of services assumes two (2) utility conduits will be designed to parallel the north frontage road within the right-of-way corridor on the north side.

N.2 Utility Coordination

Utility coordination shall address conventional telephone, gas, cable television and electric services. Special utilities will be addressed such as the Southern Star pipeline crossing and regulation station at Webb Road and the Westar transmission line running along the north side of Kellogg Avenue, plus non-typical utilities such as natural gas, fuel and crude lines. Where feasible, utilities will be relocated into predetermined utility corridors along the project right-of-way lines. PB will also coordinate with right-of way acquisition such that utility service will continue to be provided to adjacent property owners and lead the effort through the CITY's Utility Location and Coordination Council (ULCC) process.

Actual design of private utility relocations, to be completed by the individual utility company(s), and coordination and inspection of the actual utility relocations prior to construction are not included in this scope of services.

O. MAINTENANCE OF TRAFFIC (MOT)

Maintenance of Traffic Plans for the corridor will be consistent with KDOT procedures and in accordance with the current Manual of Uniform Traffic Control Devices (MUTCD). The scope of services will include development of a sequencing concept as well as detailed MOT device, temporary signing and marking, temporary traffic signal plans, temporary detours and intermediate turnarounds. PB will review for conformity temporary street light plans as prepared by the local electric utility, Westar. This scope of services will:

- Develop a phased construction sequence utilizing frontage roads and intermediate turnarounds to accommodate two lanes of traffic in either direction on East Kellogg at all times.
- Create one (1) SYNCHRO model of the traffic through construction for each construction packages. Six (6) construction packages are assumed.
- Design temporary signals at four (4) locations
 - 1) Kellogg Avenue and the KTA Connector
 - 2) Kellogg Avenue and Webb Road
 - 3) Kellogg Avenue and Greenwich Road
 - 4) Kellogg Avenue and Zelta Street

- Design a maximum of three (3) variations of the signal head layouts at each temporary traffic signal
- Design a maximum of three (3) localized detours
- Design temporary paving plans at a maximum of seven (7) locations

Temporary signal coordination timing plans are not included in this scope of services.

P. ENVIRONMENTAL PERMITS, CLEARANCES AND APPROVALS

PB will initiate the permitting process, fill out necessary application forms on behalf of the CITY for appropriate review and signatures by the CITY, provide supporting documents and calculations and assist CITY to submit to respective agencies for clearances, approvals and permits. Permits for actual construction can only be done in the construction phase due to permitting agency requirements and hence not included in this scope of services. Processing fees to agencies will be paid for directly to the agencies by the PB along with the submittal of application packages. Early contact may be needed with certain agencies during the Concept Development Phase for input. Actual formal application process will be performed during the Plan Development Phase.

P.1 Environmental Clearances and Approvals

PB will complete an environmental scan of the study area, initiate Categorical Exclusion (CE) documents following the selection of the preferred alternative, prepare Section 4(f) and Section 6(f) documentation as deemed necessary by the CE and prepare a Phase I Environmental Site Assessment. Environmental permits, necessary prior to construction, will be completed for the preferred alternative and submitted for approval to the appropriate regulatory agencies.

P.1.1 Environmental Scan

Environmental data collection will include social, economic and environmental (SEE) data, publicly available GIS data to the maximum extent possible and field reconnaissance to verify available data. Specific field studies, e.g.: wetlands delineation, threatened and endangered species habitat assessment, etc., will not be provided until after the preferred alternative is selected and environmental permitting is initiated.

Collected data will be assembled on an environmental constraints map which will be used by the design team, CITY Council and the public as the basis for determining potential impacts during the initial identification of roadway improvement alternatives.

P.1.2 CE Documentation

CE documentation includes environmental clearances for traffic noise, air quality, archaeological salvage, cultural and historical resources, wildlife, farmland protection and hazardous waste. KDOT will prepare and submit initial and final "Status of Projects Environmental Concerns" letters to the FHWA, completed in accordance with FHWA *Technical Advisory T6640.8A*, as the Categorical Exclusion.

PB will work with KDOT to identify potential impacts due to the preferred alternative. All impacted elements will be shown on an environmental constraints map.

P.1.3 Section 4(f) Documentation

The need for preparation of a Section 4(f) document will be determined under the CE as indicated above. If there is no "feasible and prudent" alternative to directly or indirectly impacting the

Section 4(f) property, Section 4(f) documentation will be provided in accordance with 49 USC 303 and 16 USC 4601-8(f).

P.1.4 Section 6(f) Documentation

The need for preparation of Section 6(f) documentation will be determined under the CE as indicated above. Section 6(f) documentation will be provided as necessary.

P.1.5 Environmental Site Assessment

PB will provide a Phase I Environmental Site Assessment (ESA) in accordance with ASTM E 1527-05 for properties to be acquired.

P.2 Permits

Environmental permits will be initiated during the final Plan Development Phase for the preferred alternative. Permits included in this scope of services are:

- Waters of the U.S. – U.S. Army Corps of Engineers (USACE) Section 404 permit, including the required coordination for cultural resources and threatened and endangered species habitat and Section 401 Water Quality permit;
 - 1) Threatened and endangered species habitat survey – Kansas Department of Wildlife and Parks is included in this scope of services. However since the results of the site survey is undetermined at this time, the scope of services does not include specific habitat assessment or a wildlife mitigation plan.
 - 2) This scope of services will determine the potential for project impact to historic, cultural and archaeological resources; however should the Kansas Historical Society require additional resources survey work which could include but not limited to requiring a state-certified cultural resource contractor to survey the project limits, this work is not included in this scope of services.
 - 3) This scope of services includes existing wetland delineation; however since the results of the impact to possible wetlands is undetermined at this time, this scope of services does not include locating mitigation areas.
- Stream Obstructions Permit – Kansas Department of Agriculture, Division of Water Resources (KDWR)
 - 1) Initial permit application fees will be included in this scope of services. Additional fees for updates and fees required for construction will be the responsibility of the CITY and are not included in this scope of services.
- Notice of Intent for General Permit (NPDES) including Storm Water Pollution Prevention Plan (SWPPP) - A storm water pollution prevention plan and permit application will be prepared for each separate bid package.
 - 1) Six (6) draft permit applications will be prepared as part of concept development for the purpose of agency review. Project specific erosion prevention plans will not be produced at this stage.
 - 2) Plans will not be submitted at field check stage.
 - 3) SWPPP design will include applicable plan layouts by construction phase, schedule of items, and construction details.
 - 4) SWPPP permitting will include correspondence and coordination with the Kansas Department of Health and Environment.
 - 5) SWPPP design will conform to the City of Wichita standards for street and utility design.
 - 6) City standards will be used for SWPPP devices and device placement.
 - 7) KDOT standard details for temporary seeding will be included.

- 8) Initial permit application fees will be included in this scope of services. Additional fees for updates and fees required for construction will be the responsibility of the CITY and are not included in this scope of services.

Q. SPECIFICATIONS / SPECIAL PROVISIONS

In general the project shall be designed for prevailing CITY, KDOT and AASHTO standard specifications as appropriate. Project Special Provisions shall be prepared for which no standard specifications are available or modifications needed for the standard specifications for special construction items not covered in any of the Standard Specifications.

R. BID DOCUMENTS

The scope of services will follow the standard CITY bidding process. PB will prepare Bid Documents for reproduction and distribution by the CITY. PB will participate in one (1) Pre-Bid conference and one (1) Pre-Construction conference per construction package.

S. PUBLIC INVOLVEMENT

The scope consists of assisting the CITY in meetings with adjacent land owners, CITY Council and District Advisory Boards (DAB's) for the purpose of providing information, obtaining feed back and making presentations to the public, DAB and CITY Council. PB will retain services of a Specialty Consultant to facilitate two (2) meetings during the process of public contact and communication.

T. CONTINUOUS DESIGN & CONSTRUCTABILITY INTERFACE (CDCI) / COST ESTIMATING

The scope of this item is to address constructability of the overall project and individual components continuously from initial concept development to completion of the construction documents. PB construction specialists (RED TEAM) will complete general constructability reviews and update construction cost estimations on a monthly basis as well as conduct in-depth reviews prior to milestone submittals (Concept Schematic, Field Check, Office Check, Final Plans and Specifications). In addition, PB will facilitate one (1) round-table meetings in which members of the Association of General Contractors (AGC) of Kansas will be invited to participate and the design team will receive contractor input. The goal of this process is to prepare construction documents that address both functionality and constructability in the best possible manner.

Constructability reviews and construction cost estimates will be performed only for FINAL alternatives selected after the screening of the initial alternatives established during Concept Development.

U. INTERAGENCY COORDINATION

The scope of services includes coordination with other governmental agencies for the purposes of information gathering, sharing, approval of design, operations and maintenance of the proposed project including federal funding requirements if desired by the CITY. All coordination with the agencies shall be either initiated by or at the request of the CITY.

- Coordinating agencies are KDOT, KTA, FHWA and Sedgwick County.
- Meetings will be held throughout the project duration as needed either face-face or via telephone as situations warrant; an assumed thirty (30) face-face meetings will be held with coordinating agencies
- Any required trip to the HQ of FHWA (Washington, D.C.) for funding related discussions or related events is not part of this scope of services.

V. PROJECT MANAGEMENT

PB will prepare a Project Management Plan (PMP) that will define the procedural framework for management and control of the services provided in the contract. The Project Management Plan will:

- present the operating procedures linking the City of Wichita and the PB Team;
- assign roles and responsibilities to the individuals of the PB team in performing and managing the work program;
- define the project assignments;
- define the deliverables to be prepared;
- outline quality control procedures;
- provide the production schedule for the project deliverables; and
- define the communication channel between the City of Wichita and the PB Team.

All communication with the City of Wichita will go through the PB Project Manager (PM). All other communication regarding the project must be approved by the PM unless determined otherwise in advance.

- Notes will be taken of all verbal communication with the client and outside agencies and forwarded to the PM. All communications with outside Agencies must be documented in writing with a copy to the project files and PM.
- Meetings will be documented with summary minutes copied to attendees, project files, and PM.
- All correspondence to the City of Wichita from the PB Team shall be directed or approved by PM.
- Any communication with the public or press shall be from the City of Wichita only, unless specifically directed by the City of Wichita contract administrator.
- Agencies other than the City of Wichita may be contacted directly to request information provided that both the City and PM have approved the contact prior to communication and are copied on the communication.
- E-mail shall conform to the above procedures.
- All electronic communication shall be filed within the Project Directory Structure and conform to the communication file naming convention.

Reports of Progress will be distributed to the CITY every (4) weeks coinciding with invoices.

Reports of Progress will address:

- Physical percent complete
- Financial percent complete
- Comparison of actual man-hours spent vs. anticipated man-hours
- Work performed in previous period (4 weeks)
- Work anticipated for next period (4 weeks)
- Summary of external meetings

Bi-weekly Project Management Meetings will be held with Core Design Team members to review project status.

- An agenda will be sent one day prior to the scheduled meeting to all task leaders, core team members and the CITY Project Manager.
- Meeting minutes will be distributed to all task leaders, core team members and the CITY Project Manager

W. Project Quality Control Plan

The PB Project Manager (PM) has the primary responsibility for following the quality control plan and specifically the implementation of the Project Quality Control Procedures.

- Internal quality reviews will be conducted prior to submittal of each milestone deliverable. All preliminary documents will be submitted to the PM prior to distribution for final review.
- The PM will disseminate material by task to the appropriate reviewer. Written review comments will be returned to the Project Manager in the form of red-lined plans and/or supporting review report.
- After review comments are incorporated, paper copies of the final report or deliverable will be given to the client.

SECTION III – SCHEDULE

The following schedule represents the performance schedule excluding the time taken by the City and other reviewing agencies:

1. Submit Concept Design within **260** Calendar Days from Notice to Proceed
2. Submit Field Check Plans within **470** Calendar Days from Notice to Proceed
3. Submit Right-of-Way Tract Maps within **590** Calendar Days from Notice to Proceed
4. Submit Office Check Plans within **910** Calendar Days from Notice to Proceed
5. Submit Final Plans within **1020** Calendar Days from Notice to Proceed

The above schedule is intended for the submittal of Concept Design no later than 7/15/2008; Field Check Plans no later than 2/15/2009; Right-of-Way Tract Maps no later than 6/15/2009; Office Check Plans no later than 5/1/2010; and Final Plans no later than 8/15/2010 assuming Notice to Proceed on or before 11/1/2007 and Concept Design approval on or before 10/15/2008.

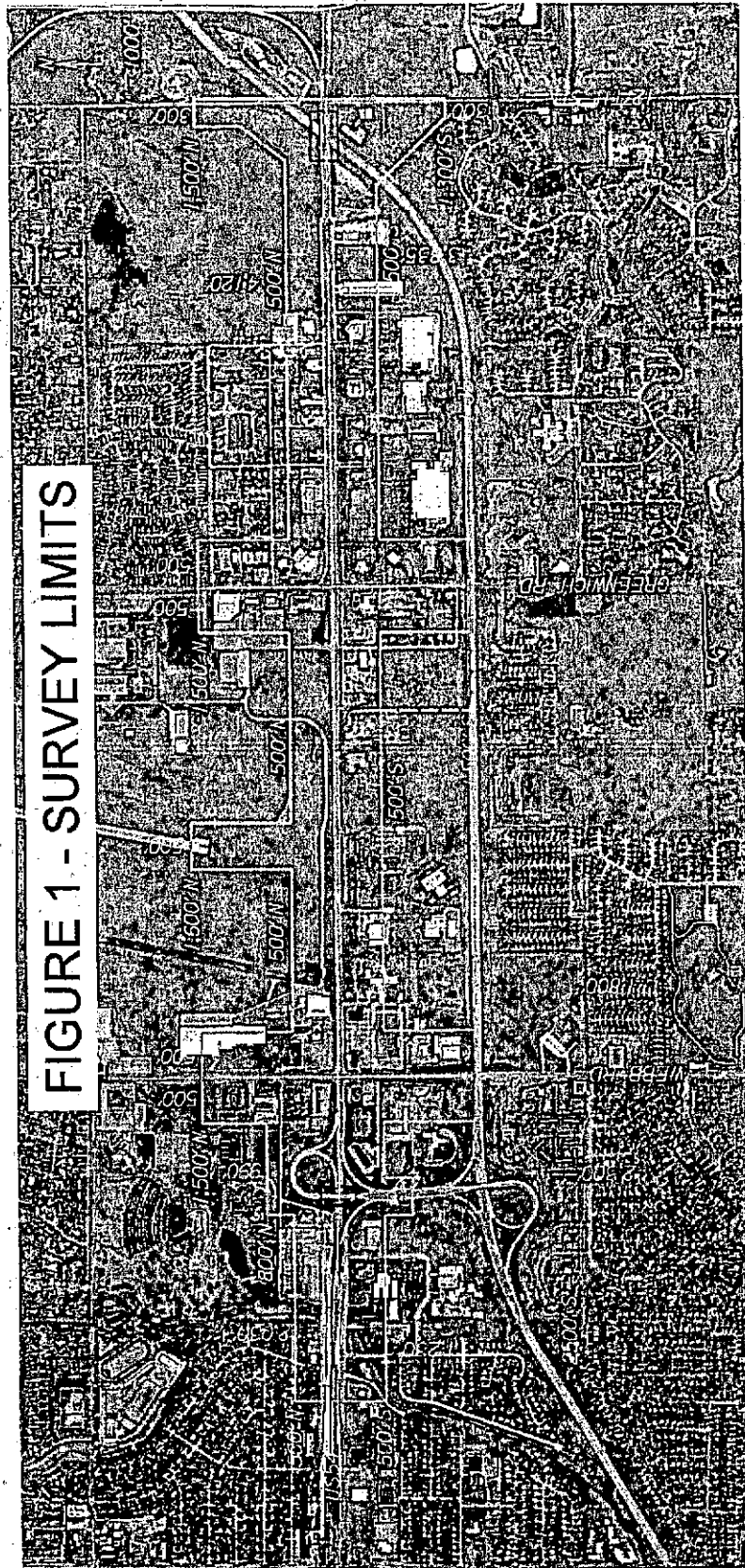


FIGURE 1 - SURVEY LIMITS

- Aerial Topography & Ground Survey Limits
- Laser Scanning Limits
- Ground Shots to be Incorporated in TIN File
- Additional Coverage Area for Drainage Survey

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification; national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 - 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be

canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Exhibit "C" – Fee

Project I: East Kellogg Improvements (US-54) from Cypress to 127th Street

Estimated Hours 31846

Estimated Direct Salary Cost \$ 1,154,344.90

Overhead \$ 1,785,771.56

154.7%

Subtotal = \$ 2,940,116.46

Fixed Fee \$ 352,813.98

Subtotal = \$ 3,292,930.44

Direct Expenses

TranSystems Corporation \$ 1,344,700.00

MKEC Engineering Consultants, Inc. \$ 1,082,480.00

Baughman Company, P.A. \$ 304,563.92

M.J. Harden Associates, Inc. \$ 39,725.00

Terracon Consultants \$ 227,225.00

Land Acquisitions, Inc. \$ 17,500.00

Vicki Scuri SiteWorks \$ 148,500.00

Kent Williams Environmental Design \$ 100,000.00

Reproduction \$ 207,472.00

Travel & Meals \$ 18,445.00

Shipping \$ 5,800.00

Meeting Rooms, Equipment & Other \$ 6,260.00

Total Direct Expense = \$ 3,502,670.92

Total Reimbursable Amount = \$ 6,795,601.36

Clarification No. I of Exhibit "A" – Scope

Project I: East Kellogg Improvements (US-54) from Cypress to 127th Street

(Project No. 472 84615)

The City of Wichita and PB Americas have previously entered into an agreement for the design of East Kellogg (US-54) from Cypress to 127th Street. That agreement includes Exhibit A describing the Scope of Services. It was anticipated at the time of the agreement that section K of the Scope of Services would be clarified at a later date. This instrument is the clarification of the original Scope of Services. Section K is replaced and no other sections are changed. All other sections are still valid.

This clarification is made this 3rd day of June, 2008, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and PB AMERICAS, INC., party of the second part, hereinafter called the "ENGINEER".

The following replaces Section K of the Scope of Services:

K. ART & AESTHETICS

The Art and Aesthetics approach will be based on relevance to the community and history of Wichita and the route, integration with the structures and cost effectiveness.

Terms: Subcontractor/Artist as used herein shall mean Vicki Scuri SiteWorks and Kent Williams Environmental Design.

a. Copyright

The Artist retains all rights under the Copyright Act of 1976, 17 USC, Sections 101, et. Seq., and all other rights in and to the Proposal and the Work except ownership and possession, except as such rights are limited by this Section. In view of the intention that the Artwork in its final form shall be unique, Artist shall not make any additional exact duplicate, three-dimensional reproductions of the final Artwork, nor shall Artist grant permission to others to do so except without the written permission of the CITY and its assigns.

b. Licenses

Non-Commercial Use:

The Artist grants the CITY and its assignees, a license to make two-dimensional and three-dimensional reproductions of the Artwork for noncommercial purposes or other similar publications provided that these rights are exercised in a tasteful and professional manner. For purposes of this agreement, the following shall be deemed to be reproductions for non-commercial purposes: reproductions in exhibition catalogues,

books, slides, editorial content of art magazines, art books, and art and news sections of newspapers; in general, editorial content of books and magazines not primarily devoted to art but of an educational, historical or critical nature; slides and film, video, or digital pieces not intended for a mass audience, and television from stations operated for educational purposes or on programs for educational purposes from all stations. Since the Artwork is located over a public space, its incidental appearance or use in images, videos, or films of events using said space shall not be considered commercial use.

Commercial Use:

The Artist grants the CITY and its assignees a license to make reproductions of the Artwork for commercial applications provided that the Artist authorizes in writing the specific modifications of the Artwork for these commercial purposes. The Artist will be compensated a 10% Royalty Fee on revenues generated by this activity.

c. Waivers / Acknowledgements

1. The Subcontractor/Artist expressly waives any applicable right, contained in 17 USCA Sec. 106 A (a) (3):

A. to prevent any intentional distortion, mutilation, or other modification to the Artwork; and

B. to prevent any destruction to the Artwork.

2. The Subcontractor/Artist consents to the installation/incorporation of elements of the Artwork on/into East Kellogg Improvements (US-54) Project I (from Cypress to 127th Street) and on/into Project II (from 127th Street to 159th Street) providing the Artist is involved in the design (mapping) and implementation of the work for Project I and II. The Artist's Fees will be based on the following hourly rates: \$125 per hour (current 2008 rate) for Vicki Scuri and \$100 per hour (current 2008 rate) for Kent Williams, adjusted as per prevailing inflation to the actual time period in which said services are to be rendered. The exact scope, man-hour estimate and direct expenses are to be approved by City of Wichita prior to the engagement of the Artist's services.

If the Artist expires or declines to participate in the design and implementation of the subsequent work for these segments, the City may hire another consultant to oversee the design and implementation of the Kellogg Artwork.

The Subcontractor/Artist acknowledges that such installation/incorporation of the Artwork may be subject the Artwork to destruction, distortion, mutilation, or other modification, by reason of its removal.

3. The Subcontractor/Artist acknowledges that the CITY retains all rights of ownership to the Artwork, including the rights of alienation and demolition, which rights may be exercised without the consent of the Subcontractor/Artist.

d. Attribution

1. Each reproduction of the Artwork produced by or on behalf of the CITY shall provide attribution to the Subcontractor/Artist, unless the Subcontractor/Artist advises the CITY, in writing, to cease providing such attribution.
2. The Subcontractor/Artist shall provide credit to the CITY with each reproduction produced by or on behalf of the Subcontractor/Artist that is publicly displayed, including any publications. Such credit shall include language that provides the location of the Artwork and identifies the CITY as the entity that commissioned the Artwork.

e. Ownership of Artwork

1. Ownership of the Artwork shall automatically and irrevocably transfer to the CITY upon written notice to the ENGINEER of final acceptance of the Artwork by the CITY.

f. Ownership of Documents

1. All documents developed by the ENGINEER under the PROJECT and all records related to services performed, including, without limitation, drawings, specifications, reports, summaries, samples, photographs, memoranda, notes, calculations, and other documents shall be deemed the property of the CITY.
2. Any and all sketches, drawings, specifications, and models of the Artwork produced by the Subcontractor/Artist shall be deemed to be the property of the Subcontractor/Artist under the PROJECT, as amended ("Design Documents") shall be deemed to be the property of the Subcontractor/Artist.

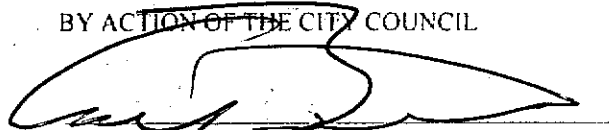
g. Maintenance of Artwork

1. Subcontractor/Artist shall provide the CITY with written instructions for appropriate preservation and maintenance of the Artwork within one month of the CITY's provision of written notice to the ENGINEER of final acceptance of the Artwork by the CITY.
2. The CITY retains the right, at its sole discretion, to perform or to refuse to perform any repair work to the Artwork.
3. In the event the Artwork is damaged or has deteriorated for any reason not attributable to the Subcontractor/Artist's warranties, the CITY decides at its sole discretion, to repair the Artwork, the CITY may, but shall not be required to consult with the Subcontractor/Artist regarding the repair or restoration of the Artwork.
4. The Subcontractor/Artist must notify the CITY of changes in his/her address.

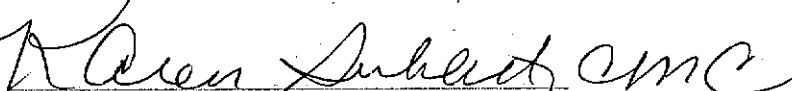
IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement
as of the date first written above.

BY ACTION OF THE CITY COUNCIL

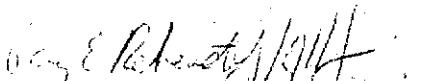



Carl Brewer, Mayor

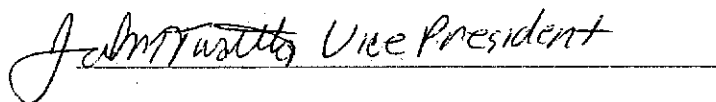
ATTEST:


Karen Sublett, City Clerk

APPROVED AS TO FORM:


Gary Rebenstorf, Director of Law

PB AMERICAS, INC.


John M. Trusty, Vice President

(Name & Title)

ATTEST:

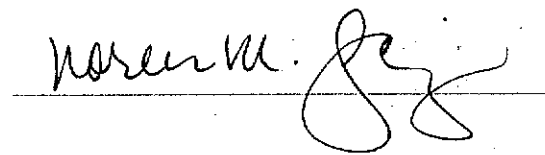

Notary Public

Exhibit "A" to Supplement 0A – Additional Scope of Services

Project I: East Kellogg Improvements (US-54) from Cypress to 127th Street

The scope of services as described below are in addition to Exhibit "A" of the Agreement for Professional Services made December 4, 2007 and are in accordance with Section IV. Paragraph B. of that Agreement. Additional services were requested by the City of Wichita Engineering to further evaluate options at the KTA/Webb Road Interchange. Sections are outlined as per the original Agreement for Professional Services.

SECTION I – GENERAL SCOPE OF SERVICES

Deliverables

3. Concept Schematic & Report
 - g. PB will provide an additional two (2) schematic concept drawings
 - h. PB will provide an additional three (3) VISSIM simulations
 - i. PB will provide an additional eight schematic drawings as assigned by the City of Wichita Special Projects Engineer

SECTION II – SPECIFIC SCOPE DETAILS

B. TRAFFIC ENGINEERING

- An additional two (2) concepts consisting of preliminary geometric layout and traffic analysis will be developed for each interchange including
 - 1) One (1) additional at KTA/Webb Road
 - 2) One (1) interim concept at the K-96/I-35 interchange to support permanently closing KTA Exit 50 near Webb Road
- An additional three (3) VISSIM simulation models will be developed
 - 1) Three (3) additional at KTA/Webb Road
- An additional six (6) concepts consisting of preliminary geometric layout and traffic analysis will be developed for each arterial street including
 - 1) Two (2) additional at Webb Road
 - 2) Two (2) additional at Greenwich Road
 - 3) Two (2) additional at Zelta Street

C. ROADWAY DESIGN

C.3 Arterial Streets

- Webb Road and Greenwich Road are to be designed to accommodate three through lanes for each of the northbound and southbound traffic movements.

E. STRUCTURES

E.1 Grade Separations

- Revise Webb Road Bridge over Kellogg Avenue to approximately 150' long and 200' wide.
- Revise Kellogg Avenue Bridge over Greenwich Road approximately 380' long and 150' wide.

- Revise Zelta Street Bridge over Kellogg Avenue over Kellogg Avenue approximately 310' long and 150' wide.

U. INTERAGENCY COORDINATION

Additional coordination with project partners to further investigate options at the KTA/Webb Road Interchange includes telephone conversations as well as preparation of agendas, minutes and materials for the following face to face meetings:

- Three (3) Coordinating meetings with the Kansas Toll Authority.
- Two (2) Coordinating meetings with the Kansas Department of Transportation and the Kansas Toll Authority

V. PROJECT MANAGEMENT

Additional fifteen (15) months of Reports of Progress will be distributed to the CITY every (4) weeks coinciding with invoices. Reports of Progress will address:

- Physical percent complete
- Financial percent complete
- Comparison of actual man-hours spent vs. anticipated man-hours
- Work performed in previous period (4 weeks)
- Work anticipated for next period (4 weeks)
- Summary of external meetings

Additional fifteen (15) months of Bi-weekly Project Management Meetings will be held with Core Design Team members to review project status.

- An agenda will be sent one day prior to the scheduled meeting to all task leaders, core team members and the CITY Project Manager.
- Meeting minutes will be distributed to all task leaders, core team members and the CITY Project Manger

SECTION III – SCHEDULE

In accordance to Section V. Paragraph D. of the Agreement for Professional Services made December 4, 2007 an extension is requested due to unavoidable delays. The following schedule represents a revised performance schedule excluding the time taken by the City and other reviewing agencies:

1. Submit Field Check Plans within **90** Calendar Days from Concept Design Approval
2. Submit Right-of-Way Tract Maps within **210** Calendar Days from Concept Design Approval
3. Submit Office Check Plans within **540** Calendar Days from Concept Design Approval
4. Submit Final Plans within **630** Calendar Days from Concept Design Approval

The above schedule is intended for the submittal of Field Check Plans no later than 4/15/2010; Right-of-Way Tract Maps no later than 5/15/2010; Office Check Plans no later than 7/1/2011; and Final Plans no later than 10/15/2011 assuming Concept Design approval on or before 1/15/2010.

Exhibit "C" for Supplement 0A – Fee

Project I: East Kellogg Improvements (US-54) from Cypress to 127th Street

Item		Hours		Cost
KTA/Webb VISSIM Model #3 <i>Development of VISSIM model for a third option (U-turn concept) at the KTA/Webb Road Interchange</i>				\$ 15,261.00
	TranSystems Corporation	128	\$ 15,261.00	
KTA/Webb VISSIM Model #4 <i>Development of VISSIM model to re-evaluate roundabout concept at the KTA/Webb Road Interchange. South frontage road was modeled to bypass roundabout and slip ramps were added</i>				\$ 16,178.00
	TranSystems Corporation	130	\$ 16,178.00	
KTA/Webb VISSIM Model #5 <i>Development of VISSIM model for a fourth option to permanently close KTA Exit 50 at the KTA/Webb Road Interchange and obtain new travel demand model data</i>				\$ 34,706.00
	PB Direct Salary Cost	116	\$ 5,774.80	
	PB Overhead (154.7%)		\$ 8,933.62	
	PB Fee		\$ 1,765.01	
	TranSystems Corporation	142	\$ 18,000.00	
	Reproduction		\$ 38.00	
	Travel & Meals		\$ 194.57	
Interim Concept at K-96/I-35 <i>Complete preliminary traffic analysis and develop geometrics for an interim concept alternative at the K-96/I-35 Interchange to support permanently closing KTA Exit 50 at the KTA/Webb Road Interchange</i>				\$ 70,105.00
	PB Direct Salary Cost	324	\$ 14,757.04	
	PB Overhead (154.7%)		\$ 22,829.14	
	PB Fee		\$ 4,510.34	
	TranSystems Corporation	192	\$ 26,122.00	
	Reproduction		\$ 326.48	
	Travel & Meals		\$ 1,560.00	

Webb Road Expansion <i>Complete traffic analysis and develop geometrics and bridge layouts to add an additional thru lane in each the northbound and southbound direction on Webb Road</i>				\$ 68,445.18
	PB Direct Salary Cost PB Overhead (154.7%) PB Fee TranSystems Corporation MKEC Engineering Consultants, Inc. Reproduction	296 142 200 	\$ 12,520.14 \$ 19,368.66 \$ 3,826.66 \$ 15,256.00 \$ 16,000.00 \$ 1,473.72	
Greenwich Road Expansion <i>Complete traffic analysis and develop geometrics and bridge layouts to add an additional thru lane in each the northbound and southbound direction on Greenwich Road</i>				\$ 67,359.46
	PB Direct Salary Cost PB Overhead (154.7%) PB Fee TranSystems Corporation MKEC Engineering Consultants, Inc. Reproduction	296 138 200 	\$ 12,520.14 \$ 19,368.66 \$ 3,826.66 \$ 14,244.00 \$ 16,000.00 \$ 1,400.00	
Zelta Street Expansion <i>Complete traffic analysis and develop geometrics and bridge layouts for two (2) additional options at Zelta Street.</i>				\$ 28,857.73
	PB Direct Salary Cost PB Overhead (154.7%) PB Fee MKEC Engineering Consultants, Inc. Reproduction	148 120 	\$ 6,260.07 \$ 9,684.33 \$ 1,913.33 \$ 9,600.00 \$ 1,400.00	
Interagency Coordination <i>Additional coordination with project partners to further investigate options at the KTA/Webb Road Interchange</i>				\$ 23,754.39
	PB Direct Salary Cost PB Overhead (154.7%) PB Fee	140 	\$ 6,516.24 \$ 10,080.62 \$ 1,991.62	

	TranSystems Corporation	48	\$ 5,000.00	
	Travel & Meals		\$ 165.91	
Project Management <i>Additional fifteen (15) months of progress reports and bi-weekly project meetings</i>				\$ 126,626.24
	PB Direct Salary Cost	720	\$ 28,246.20	
	PB Overhead (154.7%)		\$ 43,696.87	
	PB Fee		\$ 8,633.17	
	TranSystems Corporation	180	\$ 18,750.00	
	MKEC Engineering Consultants, Inc.	180	\$ 18,750.00	
	Baughman Company, PA	60	\$ 8,550.00	
Total Supplement 0A				\$ 451,293.00

City of Wichita
City Council Meeting
March 2, 2010

TO: Mayor and City Council

SUBJECT: Water Treatment Plant Residuals Disposals Project – Change Order

INITIATED BY: Wichita Water Utilities

AGENDA: Consent

Recommendation: Approve Change Order No. 1 with BRB Contractors, Inc. for additional work on the Water Treatment Plant Residuals Project.

Background: On February 23, 2009, the City Council approved a contract with BRB Contractors Inc. to retrofit the residuals handling facility at the water treatment plant, as well as install the associated power building for the Water Treatment Plant Residuals Disposals Project. These modifications will allow the water treatment plant to eliminate the potential for taste and odor issues that are historically caused by the bi-annual basin maintenance.

Analysis: Change Order No. 1 represents fifteen (15) relatively small field modifications to several components of the residuals handling facility. Some modifications were suggestions from the contractor and others were requests by staff.

- Three wet well ladder opening covers to provide extra fall protection, \$2,900.35
- Change the amperage on a control panel, \$2,565.15
- Modifications to 16-inch discharge pipe into thickener, \$1,592.14
- Installation of heaters on Cascade Pump motors to protect wiring in inclement weather, \$1,623.59
- Repair fencing at the clarifier bridge, \$1,224.30
- Extension of the wet well ladder, \$1,012.65
- Modification of 24-inch discharge pipe, \$1,799.21
- Grating beam support plates over wet well modifications, \$1,592.58
- Addition of grating and supports to the sump pump, \$1,334.98
- Modifications to sump pump discharge pipe, \$2,967.04
- Modifications to coriolis meter drain line, \$2,479.18
- Deduct as a planned modification to stairs was not required, (\$221.76)
- Deduct with installation of only half of the sheeting around the Power Building, (\$381.15)
- Installation of chain wheel operators on 3 valves, \$2,374.24
- Installation of heating elements on Cascade Pumps and Heat Trace on seal water piping, \$2,910.73

Financial Consideration: The original contract for plant improvements was \$1,725,300. Change Order No. 1 will increase the contract by \$25,773 for a total of \$1,751,073 or 1.49 percent. Funds are available in Capital Improvement Program W-014, Water Treatment Plant Residuals.

Goal Impact: Change Order No. 1 with BRB Contractors will ensure efficient infrastructure by providing reliable, compliant and secure utilities.

Legal Considerations: The Change Order has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the expenditure, approve the Change Order and authorize the necessary signatures.

Attachments: Change Order No. 1 with BRB Contractors, Inc.

Change Order

No. 1-15

Date of Issuance: February 4, 2010

Effective Date:

Project: Water Plant Residuals Disposal Improvements - Plant	Owner: City of Wichita, Kansas	Owner's Contract No.: 448-753909
Contract: BRB Contractors, Inc.		Date of Contract: February 25, 2009
		Engineer's Project No.: 08116

The Contract Documents are modified as follows upon execution of this Change Order:

Description: See attached change order summary.

Attachments:

Original Change Order requests

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 1,725,300.00

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

\$ 0.00

Contract Price prior to this Change Order:

\$ _____

[Increase] [Decrease] of this Change Order:

\$ 25,773.23

Contract Price incorporating this Change Order:

\$ 1,751,073.23

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

By: Adam Koster
Engineer (Authorized Signature)

Date: 2-8-10

Approved by Funding Agency (if applicable): _____

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: Dusty Beatty
Contractor (Authorized Signature)

Date: 2-4-10

Date: _____

**WWU RESIDUALS PLANT
CHANGE ORDER SUMMARY
January 22, 2010**

CHANGE ORDER NO.	DESCRIPTION	COST
1	3 wet well ladder opening covers	\$2,900.35
2	Change panel HP-1 from 225 amp to 400 amp	\$2,565.15
3	Retraining modifications for 16" discharge pipe & 16" pipe to thickener	\$1,592.14
4	Install heaters on Cascade pump motors	\$1,623.59
5	Repair fencing at clarifier bridge locations	\$1,224.30
6	3" wet well ladder ext.	\$1,012.65
7	24" FWD-2 discharge steel pipe modifications	\$1,799.21
8	Modifications to grating beam support plates over wet well	\$1,592.58
9	Grating and supports at sump pit	\$1,334.98
10	Modifications to sump pump discharge pipe	\$2,967.04
11	Modifications to coriolis meter drain line	\$2,479.18
12	Deduct (stairs to upper pump room did not require modification to accommodate bridge crane)	-\$221.76
13	Deduct (half of sheeting was not installed around Power Bldg.)	-\$381.15
14	Install chainwheel operators on PV-3, PV-8, & PV-12	\$2,374.24
15	Install heating elements on Cascade Pumps and Heat Trace on seal water piping.	\$2,910.73
TOTAL CHANGE ORDERS		\$25,773.23
Original Contract Price		\$1,725,300.00
Change Orders % of Original		1.49%
TOTAL Final Project		\$1,751,073.23

CITY OF WICHITA
City Council Meeting
March 2, 2010

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Land at the Northeast Corner of Willow Lake Road and SW 72nd Street for a Well Site as part of the Integrated Local Water Supply Plan (Harvey County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River, transferred to and stored in the aquifer. The recovery and use of this water will meet future demands for the City of Wichita. The proposed acquisition at the Northeast corner of Willow Lake and SW 72nd Street consists of a five acre well site. The land is currently vacant and in agricultural production.

Analysis: The five acre site will be owned in fee and utilized as a monitoring well site. The seller agreed to convey the necessary land and temporary easement for the estimated market value offer of \$16,400, or \$3,280 an acre.

Financial Considerations: A budget of \$17,800 is requested. This amount includes \$16,400 for the acquisition, \$1,400 for title work, title insurance, closing costs and administrative fees. Funding for this project is included in the Capital Improvement Plan (CIP) in W-549, Water Supply Plan Phase III, which has an available funding of over \$7.6 million.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure.

Legal Considerations: The Law Department approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract map and area map.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2009 by and between The Marcelline Wendling Trust, dated June 16, 1992, as amended on May 31, 2001 (undivided ½ interests) and The Phillip Eugene Wendling Trust, dated June 16, 1992 (undivided ½ interests), party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Statutory Warranty Deed of the following described real property, situated in Harvey County, Kansas, to wit:

Described as: (Parcel "A") The South 466.69 feet of the West 466.69 feet of the SW ¼, Sec. 13, T24S, R3W, Including existing Road Right-of-Way. Said tract contains 5 acres more or less.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Sixteen Thousand Four Hundred Dollars and No Cents (\$16,400.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, any and all damages including but not limited to severance, crops exceeding current crop, drainage and fencing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before December 18, 2009.

6. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they are now, reasonable wear and tear excepted.

7. Possession to be given to Buyer on date of closing.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

9. Seller hereby agrees that damages arising, if any, to the remainder property during construction are to be addressed by filing a claim with the Buyer, City of Wichita, Kansas, City Clerk's Office. 455 North Main, Wichita, KS 67202. (316)268-4529.

10. Site Assessment

A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. The Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.

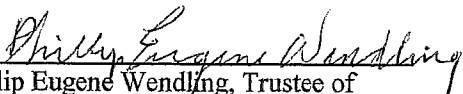
C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.


11. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to closing shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

12. Paragraphs 9 and 11 shall survive the closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:


Phillip Eugene Wendling, Trustee of
The Phillip Eugene Wendling Trust
dated June 16, 1992 (undivided ½ interests)
The Marcelline Wendling Trust
dated June 16, 1992
As amended on May 31, 2001
(undivided ½ interests)


David E. Wendling, Trustee of
The Phillip Eugene Wendling Trust
dated June 16, 1992 (undivided ½ interests)
The Marcelline Wendling Trust
dated June 16, 1992
As amended on May 31, 2001
(undivided ½ interests)

BUYER:

Carl Brewer, Mayor

ATTEST:

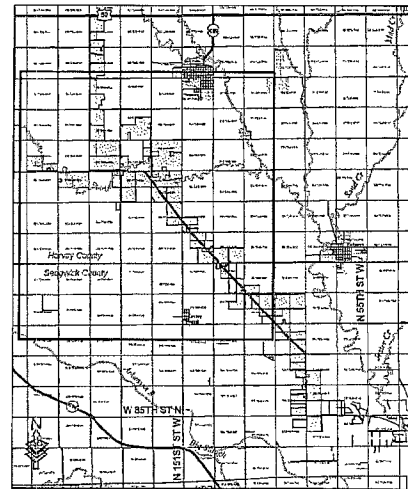
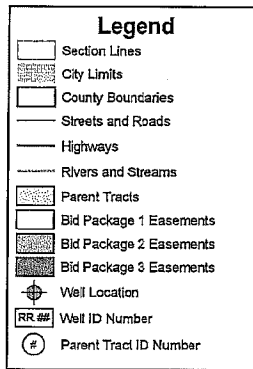
Karen Sublett, City Clerk

APPROVED AS TO FORM:

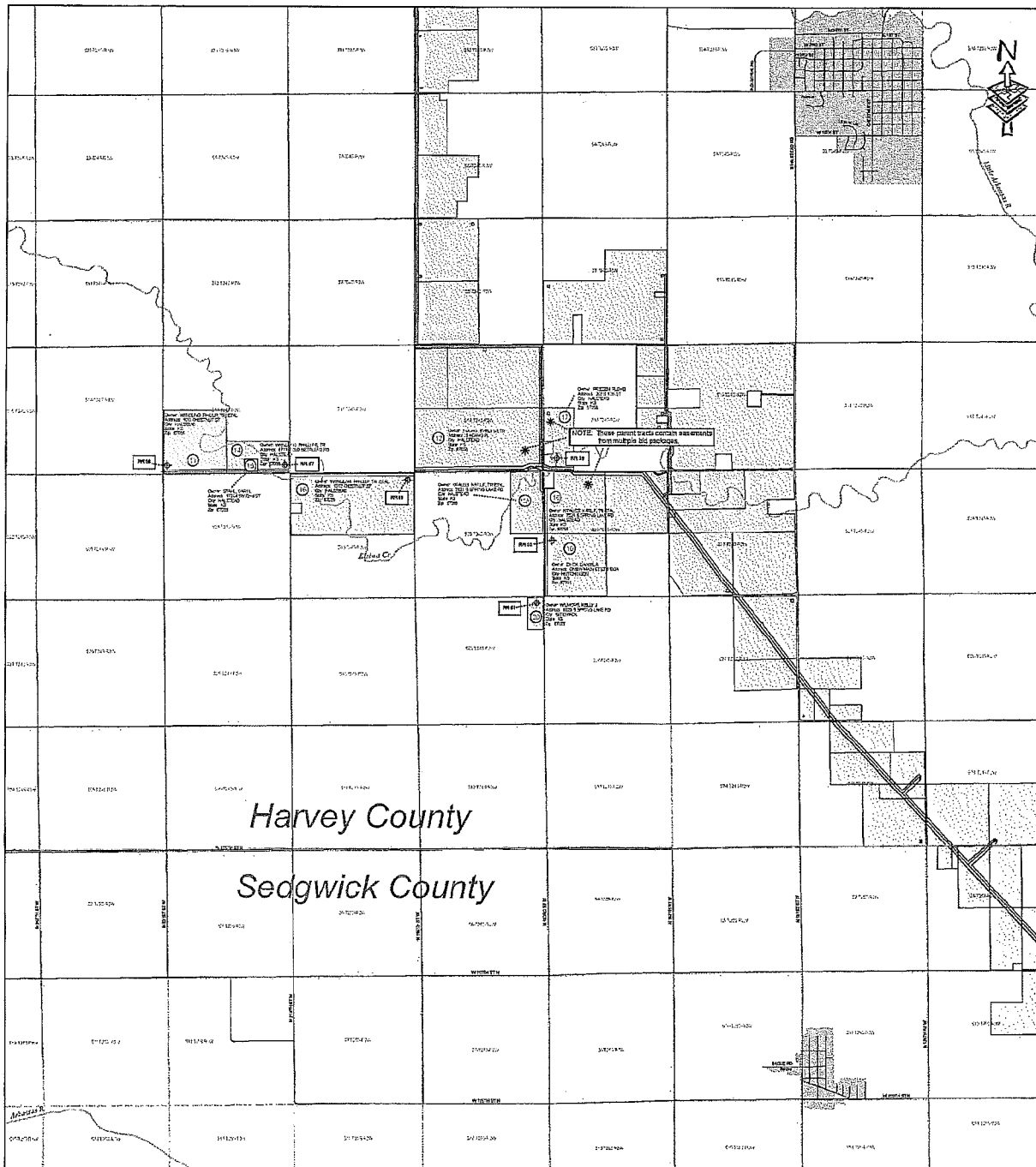
Gary E. Rebenstorf, Director of Law



BID PACKAGE 2 Property Acquisition Map



Q:\2007\07689\BentProject GIS\ASR Bid Package2 Easements.mxd
Last saved 2/22/2009 by SAD
NAD_1983_StatePlane_Kansas_South_FIPS_1502_Feet
Projection: Lambert_Conformal_Conic
Professional Engineering Consultants, P.A.
303 S. Topolia
Wichita, KS 67202
Ph. (316) 262-2601
© 2008 Professional Engineering Consultants, P.A.



CITY OF WICHITA
City Council Meeting
March 2, 2010

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Land at the Northwest Corner of River Park Road and SW 72nd Street for a Well Site as part of the Integrated Local Water Supply Plan (Harvey County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River, transferred to and stored in the aquifer. The recovery and use of this water will meet future demands for the City of Wichita. The proposed acquisition at the Northwest corner of River Park Road and SW 72nd Street consists of a five acre well site. The land is currently vacant and in agricultural production.

Analysis: The five acre site will be owned in fee and utilized as a monitoring well site. The seller agreed to convey the necessary land and temporary easement for the estimated market value offer of \$16,400, or \$3,280 an acre.

Financial Considerations: A budget of \$17,800 is requested. This amount includes \$16,400 for the acquisition, \$1,400 for title work, title insurance, closing costs and administrative fees. Funding for this project is included in the Capital Improvement Plan (CIP) in W-549, Water Supply Plan Phase III, which has an available funding of over \$7.6 million.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure.

Legal Considerations: The Law Department approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract map and area map.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2009 by and between The Phillip Eugene Wendling Revocable Trust, dated June 16, 1992, as amended on May 31, 2001, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Statutory Warranty Deed of the following described real property, situated in Harvey County, Kansas, to wit:

Described as: (Parcel "A") The South 466.69 feet of the East 466.69 feet of the SE ¼, Sec 13, T24S, R3W, including existing Road Right-of-Way.

Said tract contains 5.00 acres more or less.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Sixteen Thousand Four Hundred Dollars and No Cents (\$16,400.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, any and all damages including but not limited to severance, crops exceeding current crop, drainage and fencing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

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6. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they are now, reasonable wear and tear excepted.

7. Possession to be given to Buyer on date of closing.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

9. Seller hereby agrees that damages arising, if any, to the remainder property during construction are to be addressed by filing a claim with the Buyer, City of Wichita, Kansas, City Clerk's Office. 455 North Main, Wichita, KS 67202. (316)268-4529.

10. Site Assessment

A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. The Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.

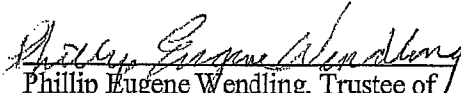
C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.

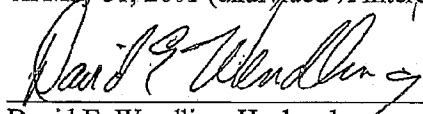
11. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to closing shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

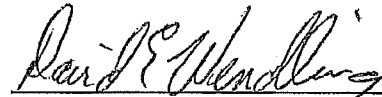
12. Paragraphs 9 and 11 shall survive the closing.

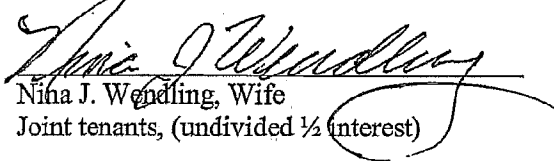
WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:


Phillip Eugene Wendling, Trustee of
The Phillip Eugene Wendling Revocable
Trust, dated June 16, 1992, as amended
on May 31, 2001 (undivided ½ interest)


David E. Wendling, Husband
Joint tenants, (undivided ½ interest)


David E. Wendling, Trustee of The Phillip
Eugene Wendling Revocable Trust,
dated June 16, 1992, as amended
on May 31, 2001 (undivided ½ interest)


Nina J. Wendling, Wife
Joint tenants, (undivided ½ interest)

BUYER:

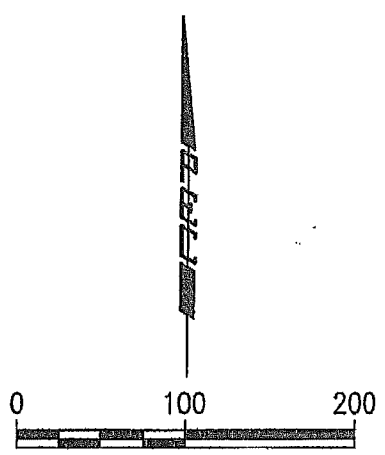
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law



SECTION 13

SECTION 13

TRACT 14
RR-57 (PARCEL "A")
THE SOUTH 466.69' OF THE EAST 466.69' OF
THE SE1/4, SEC. 13, T24S, R3W, INCLUDING
EXISTING ROAD RIGHT OF WAY.
SAID TRACT CONTAINS 5 ACRES MORE OR LESS

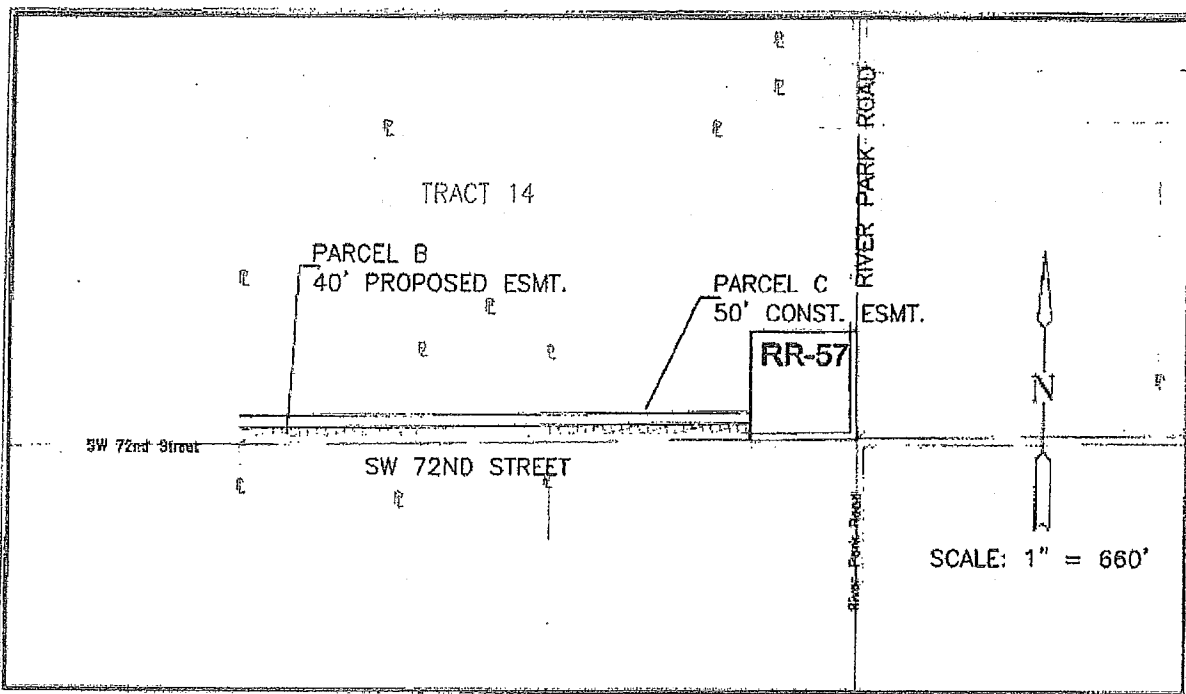
WELL TEST HOLE
N-1,783,443.00
E-1,574,164.50
EL. 1419.5

31' R/W
RIVER PARK RD.

30' R/W

SW 72ND STREET
S.E. Cor Sec. 13, T24S, R3W

Survey 11-30-2009 14:55:52 N/A by CFE
Plot 5-04-2010 14:55:52 N/A by CFE
04/2007/07285/004/TRACT 14/RR-57-004-TRACT 14/RR-57



EASEMENT:

Parcel B

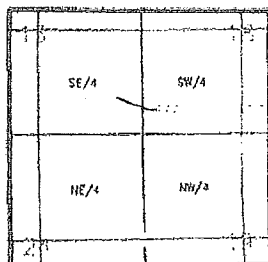
The north 40' of the south 70' of the SE 1/4, Section 13, T24S, R3W, except beginning at a point 1325' west of the southeast corner of the southeast quarter of said section 13, thence northerly 580', thence westerly 548', thence southerly 580' thence easterly to the point of beginning and except the east 466.69' of said SE 1/4. Said tract contains 1.50 acres more or less.

CONSTRUCTION EASEMENT:

Parcel C

The north 50' of the south 120' of the SE 1/4, Section 13, T24S, R3W, except beginning at a point 1325' west of the southeast corner of the southeast quarter of said section 13, thence northerly 580', thence westerly 548', thence southerly 580' thence easterly to the point of beginning and except the east 466.69' of said SE 1/4. Said tract contains 1.86 acres more or less.

LEGEND:



OWNER:

WENDLING, PHILLIP E; TR
WENDLING, DAVID E
00000 SW 72ND ST 67056



CDM
Craig D. M. & Associates
4400 West 10th St. Ste. 200
Wichita, KS 67201
Tel: (316) 600-0700
consulting • engineering • construction • operations

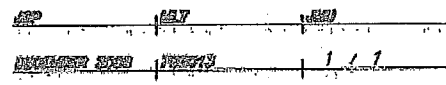


FE & ASSOCIATES, P.C.
CONSULTING ENGINEERS

THE TRACT SHOWN DOES NOT CONSTITUTE A GUARANTEED SURVEY PLAN

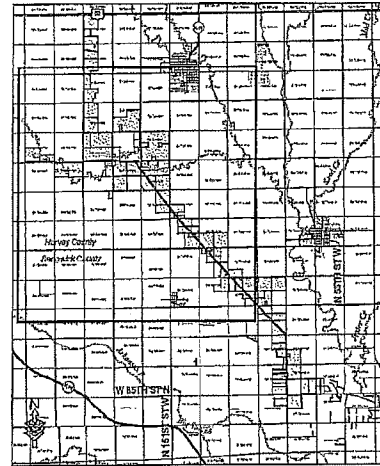
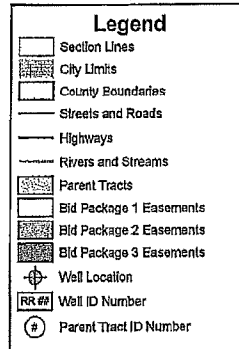
72ND STREET TRANSMISSION MAIN

TRACT 14

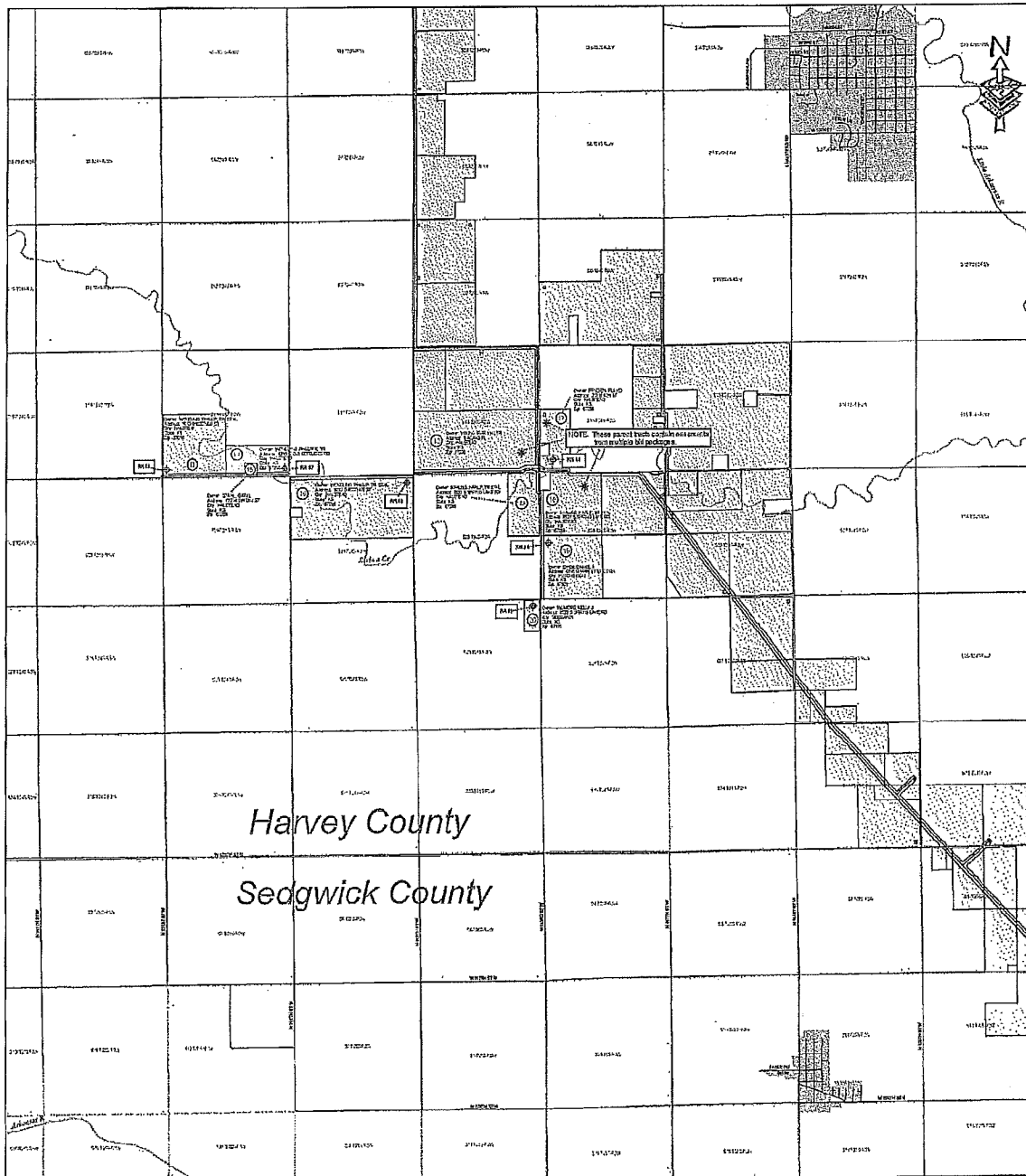




BID PACKAGE 2 Property Acquisition Map



Q:\2007\07665\Street\GIS\ASR Bid Package2 Easements.mxd
Last saved 2/22/2009 by SJD
NAD_1983_StatePlane_Kansas_South_FIPS_1602_Feet
Projected Lambert_Central_Globe
Professional Engineering Consultants, P.A.
203 S. Maple
Wichita, KS 67202
Ph. (316) 262-2009
©2006 Professional Engineering Consultants, P.A.



CITY OF WICHITA
City Council Meeting
March 2, 2010

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Land at the Northwest Corner of Golden Prairie Road and SW 72nd Street for a Well Site as part of the Integrated Local Water Supply Plan (Harvey County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River, transferred to and stored in the aquifer. The recovery and use of this water will meet future demands for the City of Wichita. The proposed acquisition at the Northwest corner of Golden Prairie Road and SW 72nd Street is a two acre well site. The land is currently vacant. Part of the property is in agricultural production and another portion is utilized for housing livestock. None of the improvements will be impacted as a result of this acquisition.

Analysis: The two acre site will be owned in fee and utilized as a monitoring well site. The seller agreed to convey the necessary land and temporary easement for the estimated market value offer of \$6,560, or \$3,280 an acre.

Financial Considerations: A budget of \$7,960 is requested. This amount includes \$6,560 for the acquisition, \$1,400 for title work, title insurance, closing costs and administrative fees. Funding for this project is included in the Capital Improvement Plan (CIP) in W-549, Water Supply Plan Phase III, which has an available funding of over \$7.6 million.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure.

Legal Considerations: The Law Department approved the contracts as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract map and area map.

16

16

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2009 by and between The Phillip Eugene Wendling Trust, dated June 16, 1992, as amended on May 31, 2001 (undivided ½ interests) and The Marcelline Wendling Trust, dated June 16, 1992, as amended on May 31, 2001 (undivided ½ interests), party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Statutory Warranty Deed of the following described real property, situated in Harvey County, Kansas, to wit:

Described as: (Parcel "A") The North 367.59' of the East 237.00' of the NE ¼, Sec. 19, T24S, Including Existing Road Right-of-Way. Said Tract Contains 2.00 Acres More or Less.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Six Thousand Five Hundred Sixty Dollars and No Cents (\$6,560.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, any and all damages including but not limited to severance, crops exceeding current crop, drainage and fencing.
3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before December 18, 2009.
6. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they are now, reasonable wear and tear excepted.
7. Possession to be given to Buyer on date of closing.
8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.
9. Seller hereby agrees that damages arising, if any, to the remainder property during

construction are to be addressed by filing a claim with the Buyer, City of Wichita, Kansas, City Clerk's Office. 455 North Main, Wichita, KS 67202. (316)268-4529.

10. Site Assessment

A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. The Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.

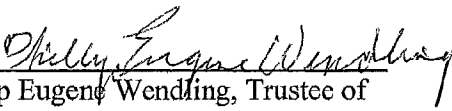
C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.


11. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to closing shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

12. Paragraphs 9 and 11 shall survive the closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:


Phillip Eugene Wendling, Trustee of
The Phillip Eugene Wendling Trust
Dated June 16th, 1992, as amended on
May 31, 2001 (undivided ½ interest)
The Marcelline Wendling Trust
Dated June 16th, 1992,
As amended on May 31, 2001
(undivided ½ interest)


David E. Wendling, Trustee of
The Marcelline Wendling Trust
Dated June 16th, 1992,
As amended on May 31, 2001
(undivided ½ interest)
The Phillip Eugene Wendling Trust
Dated June 16th, 1992, as amended on
May 31, 2001 (undivided ½ interest)

BUYER:

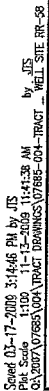
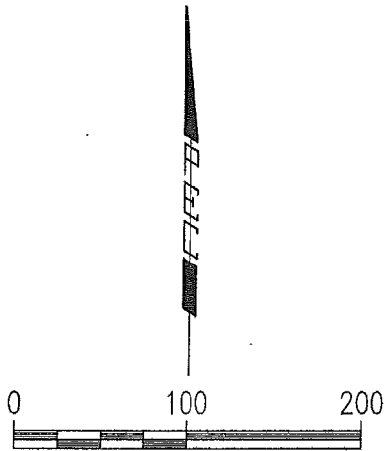
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

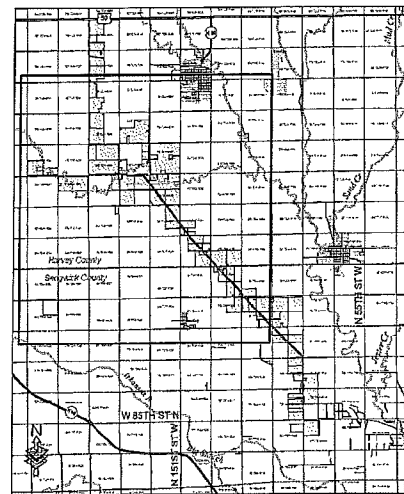
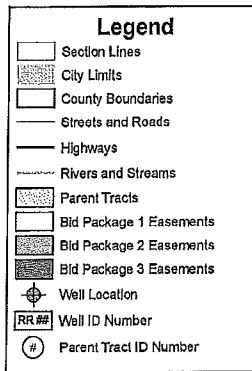
APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law





BID PACKAGE 2 Property Acquisition Map

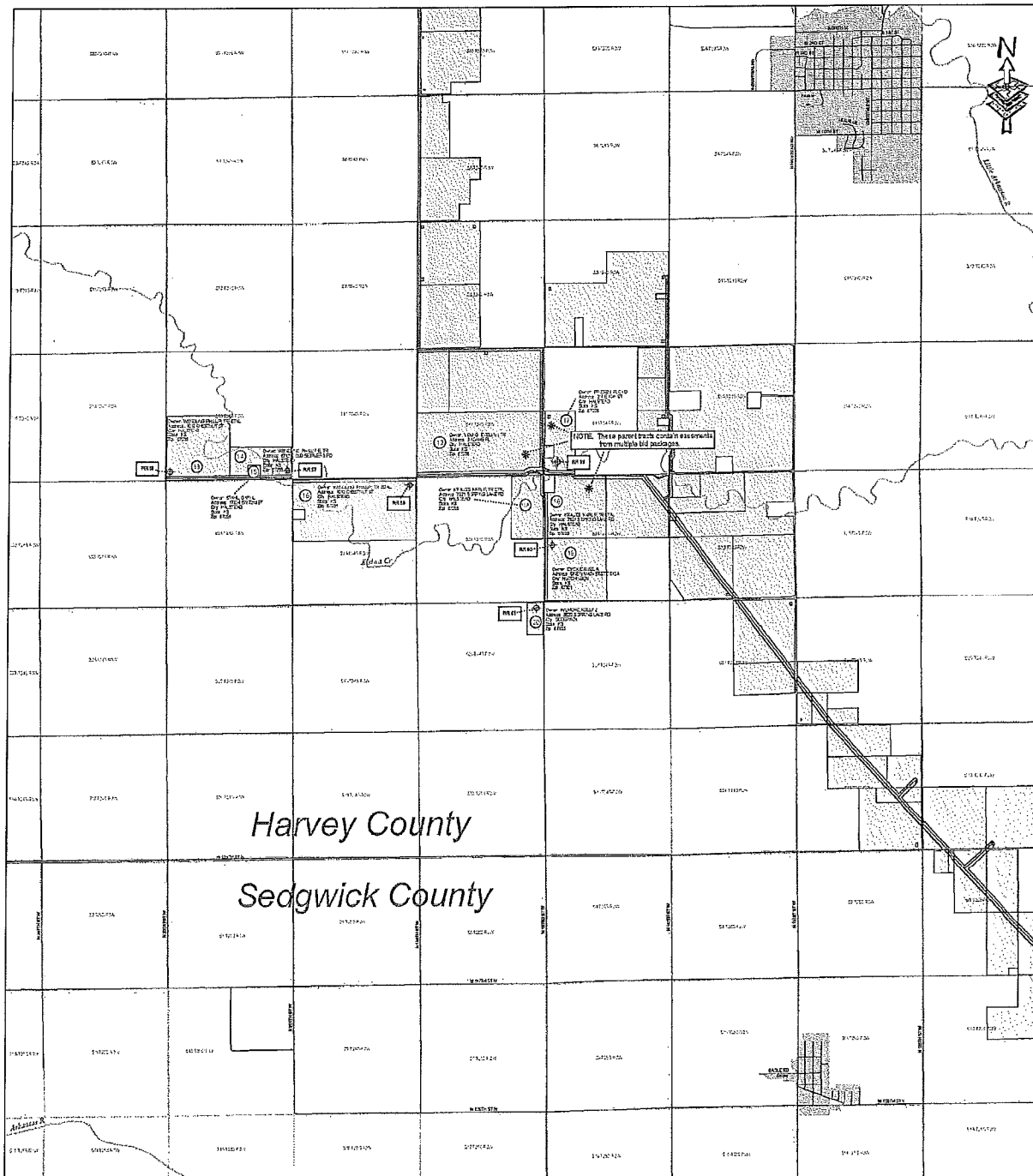


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Last saved 2/2/2008 by GAO

NAD_1983_StatePlane_Kansas_South_FIPS_1602_Feet
Projection: Lambert, Conformal, Conic



Professional Engineering Consultants, P.A.
303 S. Topeka
Wichita, KS 67202
PH: (316) 262-2681
© 2008 Professional Engineering Consultants, P.A.



CITY OF WICHITA
City Council Meeting
March 2, 2010

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of Land along the Southeast Side of Old Settlers Road and SW 72nd Street as part of the Integrated Local Water Supply Plan (Harvey County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River, transferred to and stored in the aquifer. The recovery and use of this water will meet future demands for the City of Wichita. There is an agricultural site along the southeast side of Old Settlers Road and SW 72nd Street in Halstead. The city requires a two acre well site together with a 1.86 acre pipeline easement and a 1.47 acre temporary easement during construction. The site is improved with an agricultural crop and appurtenances to an irrigation pivot system. These improvements will be compensated for as part of the acquisition.

Analysis: The seller agreed to convey the two acre site and easements for the estimated market value offer of \$11,311. This amount is comprised of \$6,560, or \$3,280 an acre for the well site and \$1,674, or \$900 an acre for the pipeline easement. Compensation for the temporary easement is \$529, or \$360 an acre. The remaining \$2,548 is compensation for the removal of irrigation appurtenances and damages to the crops within the easement areas.

Financial Considerations: A budget of \$12,711 is requested. This includes \$11,311 for the acquisition, \$1,400 for title work, title insurance, closing costs and administrative fees. Funding for this project is included in the Capital Improvement Plan (CIP) in W-549, Water Supply Plan Phase III, which has an available fund of over \$7.6 million.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure.

Legal Considerations: The Law Department approved the contract as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Real estate purchase agreement, tract maps and area map.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2009 by and between Gail Ann Fein Trust, dated June 19, 1995, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Statutory Warranty Deed of the following described real property, situated in Harvey County, Kansas, to wit:

The West (295.16) feet of the South (295.16) feet of the North (1,282.96) feet of the Northwest Quarter (NW/4) of Section Twenty-two (22), Township Twenty-four (24) South, Range Two (2) West, of the Sixth Principal Meridian, Harvey County, Kansas. Said tract contains 2.00 acres, more or less.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Six Thousand Five Hundred Sixty Dollars and No Cents (\$6,560.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, any and all damages including but not limited to severance, crops exceeding current crop, drainage and fencing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before January 22, 2010.

6. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they are now, reasonable wear and tear excepted.

7. Possession to be given to Buyer on date of closing.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

9. Seller hereby agrees that damages arising, if any, to the remainder property during

construction are to be addressed by filing a claim with the Buyer, City of Wichita, Kansas, City Clerk's Office. 455 North Main, Wichita, KS 67202. (316)268-4529.

10. Site Assessment

A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. The Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.

C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.

11. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to closing shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

12. Paragraphs 9 and 11 shall survive the closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Gail Ann Fein, Co-Trustee
Gail Ann Fein, Co-Trustee
Gail Ann Fein Trust, dated June 19, 1995

Joseph L. Fein Co-Trustee
Joseph L. Fein, Co-Trustee
Gail Ann Fein Trust, dated June 19, 1995

Steven J. Fein
Steven J. Fein, husband

Monika Fein
Monika Fein, wife

see pg 4 of 4
Bradley Heinrichs, husband

see pg 4 of 4
Sandra Heinrichs, wife

Kathy Fein
Kathy Fein, a single person

BUYER:

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

See pg 3 of 4
Gail Ann Fein, Co-Trustee
Gail Ann Fein Trust, dated June 19, 1995

See pg 3 of 4
Joseph L. Fein, Co-Trustee
Gail Ann Fein Trust, dated June 19, 1995

See pg 3 of 4
Steven J. Fein, husband
Bradley Heinrichs
Bradley Heinrichs, husband

See pg 3 of 4
Monika Fein, wife
Sandra Heinrichs
Sandra Heinrichs, wife

See pg 3 of 4
Kathy Fein, a single person

BUYER:

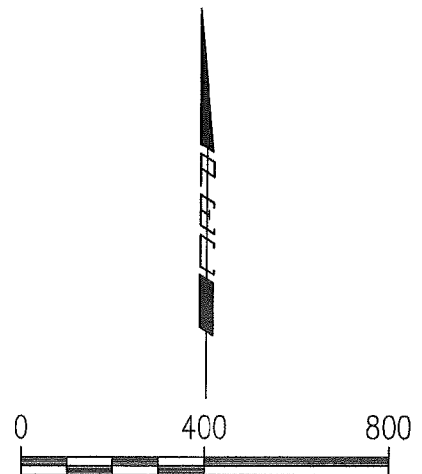
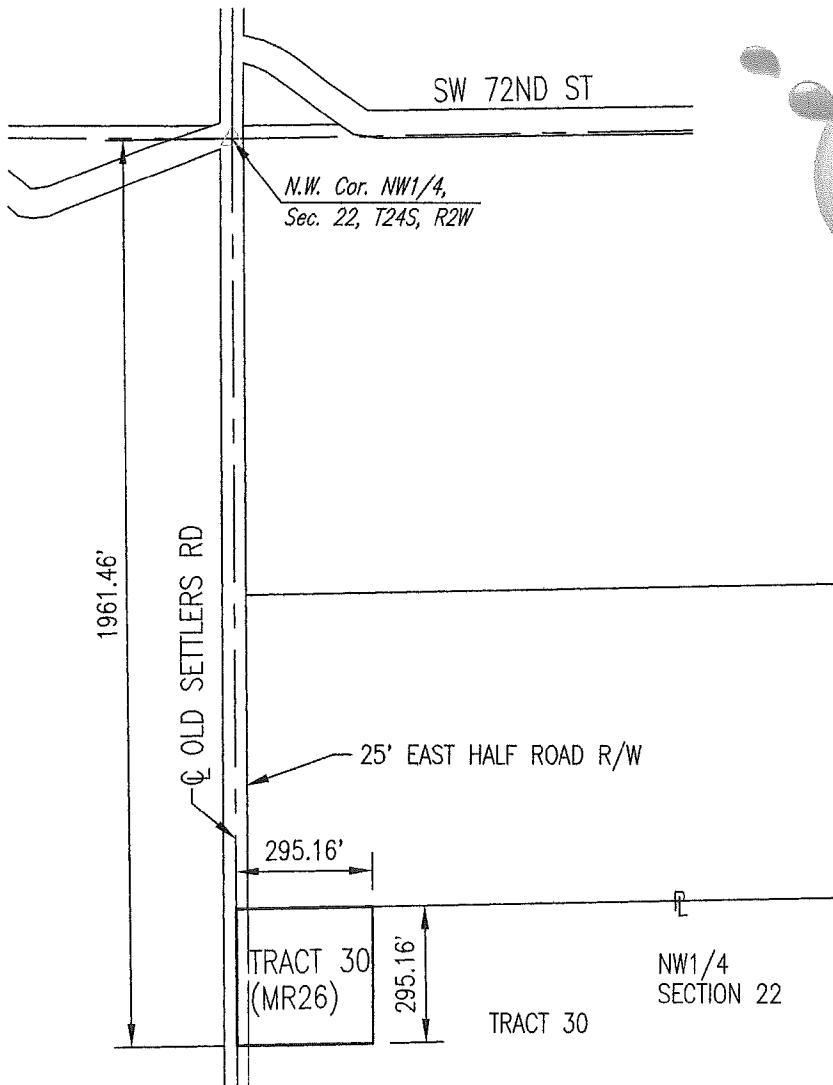
See pg 3 of 4
Carl Brewer, Mayor

ATTEST:

See pg 3 of 4
Karen Sublett, City Clerk

APPROVED AS TO FORM:

See pg 3 of 4
Gary E. Rebenstorf, Director of Law



OWNER: FEIN FAMILY

TRACT 30 (MR26)

The West 295.16 feet of the South 295.16 feet of the North 1,961.46 feet of the Northwest Quarter (NW/4), Section Twenty-two (22), Township Twenty-four (24) South, Range Two (2) West of the 6th Principle Meridian in Harvey County, Kansas; containing 2.00 acres, including road right-of-way.

EASEMENT PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2009 by and between Gail Ann Fein Trust, dated June 19, 1995, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Permanent Easement and/or Temporary Construction Easement of the following described real property, situated in Harvey County, Kansas, to wit:

Permanent Easement (Pipeline – Parcel "A") An 85.5 foot wide strip of land lying on the northeasterly side of the following described line, commencing at the southwest corner of the Northwest Quarter of Section Twenty-two (22), Township Twenty-four (24) South, Range Two (2) West, of the Sixth Principal Meridian, Harvey County, Kansas; thence East along the south line of said Northwest Quarter on an assumed bearing on N88°55'04"E, for 808.70 feet to the point of beginning; thence N37°30'11"W, for 1219.18 feet, more or less, to a point on the north line of the parent tract for this easement, said north line being 1666.3 feet, more or less, south of the north line of said Northwest Quarter. Except Two (2) acres in square form along the west line of said Northwest Quarter as conveyed to the City of Wichita by the Deed and Conveyance document recorded in miscellaneous book 98 at page 214 in the records of Harvey County, Kansas. Said tract contains 1.86 acres, more or less. The sidelines of the preceding described tract are to shorten or lengthen so as to form continuous lines and to terminate on the South line of the said Quarter Section and the City of Wichita two (2) acre well site.

Temporary Easement (Construction – Parcel "B") A 75 foot wide strip of land lying on the southwesterly side of the following described line, commencing at the southwest corner of the Northwest Quarter of Section Twenty-two (22), Township Twenty-four (24) South, Range Two (2) West, of the Sixth Principal Meridian, Harvey County, Kansas; thence east along the south line of said Northwest Quarter on an assumed bearing of N88°55'04"E, for 808.70 feet to the point of beginning; thence N37°30'11"W, for 1219.18 feet, more or less, to a point on the north line of the parent tract for this easement, said north line being 1666.3 feet, more or less, south of the north line of said Northwest Quarter, and also except Two (2) acres in square form along the west line of said Northwest Quarter as conveyed to the City of Wichita by the Deed and Conveyance document recorded in miscellaneous book 98 at page 214 in the record of Harvey County, Kansas; said tract contains 1.47 acres. The sidelines of the preceding described tract are to shorten or lengthen so as to form continuous lines and to terminate on the south and west lines of the said Quarter Section and the north line of the parent tract for this easement.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Four Thousand Seven Hundred Fifty-one Dollars and No Cents (\$4,751.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, a temporary construction easement, any and all damages including but not limited to severance, crops at time of construction, crops for one year after initiation of construction, drainage and fencing.

C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.

13. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to execution shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

14. Paragraphs 6, 9-11 and 13 shall survive the closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Gail Ann Fein, Co-Trustee
Gail Ann Fein, Co-Trustee
Gail Ann Fein Trust, dated June 19, 1995

Steven J. Fein
Steven J. Fein, husband

see pg 4 of 4
Bradley Heinrichs, husband

Kathy Fein
Kathy Fein, a single person

Joseph L. Fein, Co-Trustee
Joseph L. Fein, Co-Trustee
Gail Ann Fein Trust, dated June 19, 1995

Monika Fein
Monika Fein, wife

see pg 4 of 4
Sandra Heinrichs, wife

BUYER:

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorff, Director of Law

C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.

13. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to execution shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

14. Paragraphs 6, 9-11 and 13 shall survive the closing.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

see pg 3 of 4
Gail Ann Fein, Co-Trustee
Gail Ann Fein Trust, dated June 19, 1995

see pg 3 of 4
Steven J. Fein, husband
Bradley Heinrichs
Bradley Heinrichs, husband

see pg 3 of 4
Kathy Fein, a single person

see pg 3 of 4
Joseph L. Fein, Co-Trustee
Gail Ann Fein Trust, dated June 19, 1995

see pg 3 of 4
Monika Fein, wife
Sandra Heinrichs
Sandra Heinrichs, wife

BUYER:

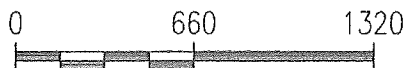
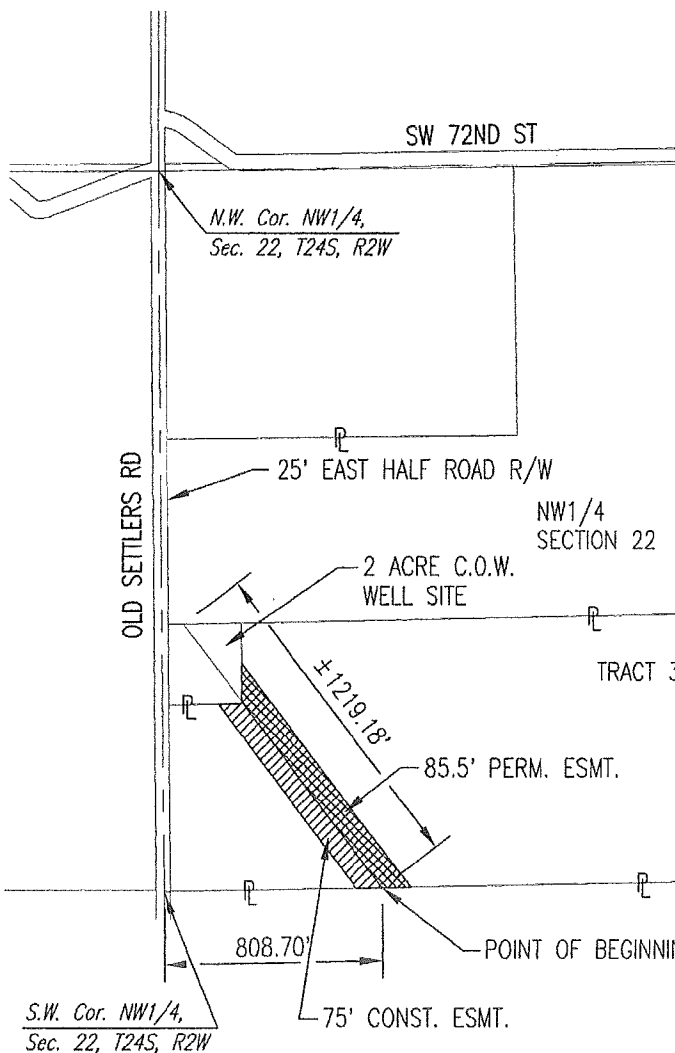
see pg 3 of 4
Carl Brewer, Mayor

ATTEST:

see pg 3 of 4
Karen Sublett, City Clerk

APPROVED AS TO FORM:

see pg 3 of 4
Gary E. Rebenstorf, Director of Law



LEGEND:

- CONSTRUCTION EASEMENT
- EASEMENT

OWNER: FEIN FAMILY

EASEMENT:

AN 85.5 FOOT WIDE STRIP OF LAND LYING ON THE NORTHEASTERLY SIDE OF THE FOLLOWING DESCRIBED LINE, COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION TWENTY-TWO (22), TOWNSHIP TWENTY-FOUR (24) SOUTH, RANGE TWO (2) WEST, OF THE SIXTH PRINCIPAL MERIDIAN, HARVEY COUNTY, KANSAS; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER ON AN ASSUMED BEARING ON N88°55'04"E, FOR 808.70 FEET TO THE POINT OF BEGINNING; THENCE N37°30'11"W, FOR 1219.18 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE PARENT TRACT FOR THIS EASEMENT, SAID NORTH LINE BEING 1666.3 FEET, MORE OR LESS, SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER. EXCEPT 2 ACRES IN SQUARE FORM ALONG THE WEST LINE OF SAID NORTHWEST QUARTER AS CONVEYED TO THE CITY OF WICHITA BY THE DEED AND CONVEYANCE DOCUMENT RECORDED IN MISCELLANEOUS BOOK 98 AT PAGE 214 IN THE RECORDS OF HARVEY COUNTY, KANSAS. SAID TRACT CONTAINS 1.86 ACRES, MORE OR LESS. THE SIDELINES OF THE PRECEDING DESCRIBED TRACT ARE TO SHORTEN OR LENGTHEN SO AS TO FORM CONTINUOUS LINES AND TO TERMINATE ON THE SOUTH LINE OF THE SAID QUARTER SECTION AND THE CITY OF WICHITA TWO ACRE WELL SITE.

CONSTRUCTION EASEMENT:

A 75 FOOT WIDE STRIP OF LAND LYING ON THE SOUTHWESTERLY SIDE OF THE FOLLOWING DESCRIBED LINE, COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION TWENTY-TWO (22), TOWNSHIP TWENTY-FOUR (24) SOUTH, RANGE TWO (2) WEST, OF THE SIXTH PRINCIPAL MERIDIAN, HARVEY COUNTY, KANSAS; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER ON AN ASSUMED BEARING OF N88°55'04"E, FOR 808.70 FEET TO THE POINT OF BEGINNING; THENCE N37°30'11"W, FOR 1219.18 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF THE PARENT TRACT FOR THIS EASEMENT, SAID NORTH LINE BEING 1666.3 FEET, MORE OF LESS, SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER, AND ALSO EXCEPT 2 ACRES IN SQUARE FORM ALONG THE WEST LINE OF SAID NORTHWEST QUARTER AS CONVEYED TO THE CITY OF WICHITA BY THE DEED AND CONVEYANCE DOCUMENT RECORDED IN MISCELLANEOUS BOOK 98 AT PAGE 214 IN THE RECORD OF HARVEY COUNTY, KANSAS; SAID TRACT CONTAINS 1.47 ACRES. THE SIDELINES OF THE PRECEDING DESCRIBED TRACT ARE TO SHORTEN OR LENGTHEN SO AS TO FORM CONTINUOUS LINES AND TO TERMINATE ON THE SOUTH AND WEST LINES OF THE SAID QUARTER SECTION AND THE NORTH LINE OF THE PARENT TRACT FOR THIS EASEMENT.



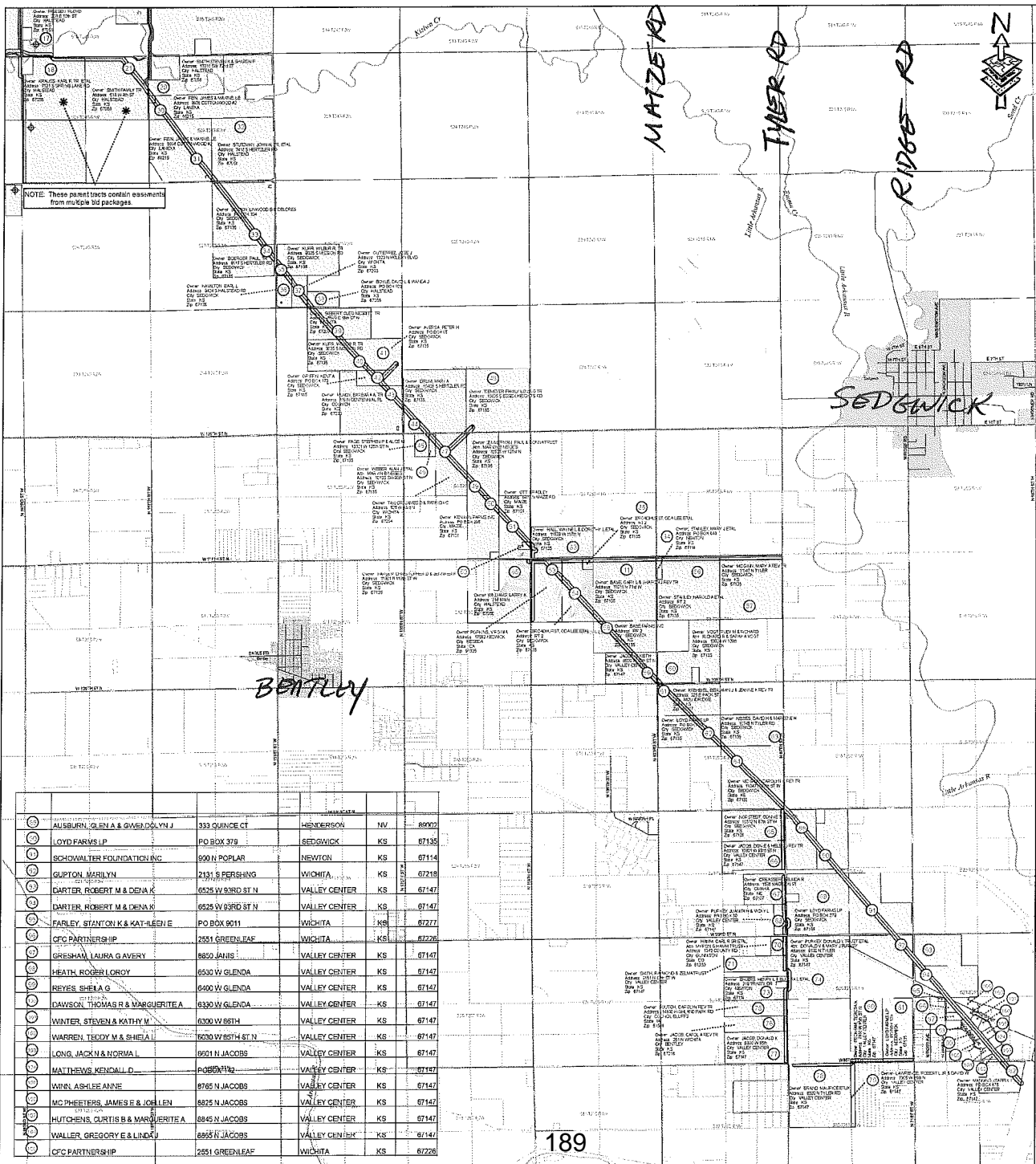
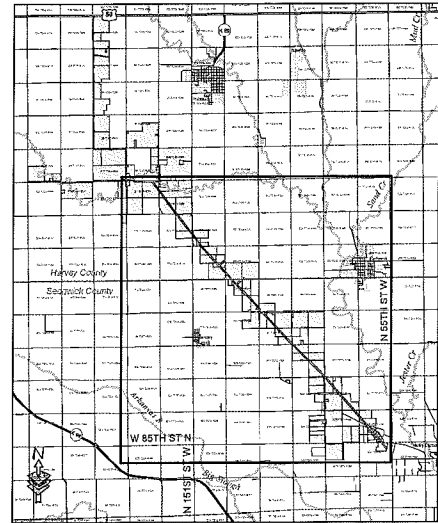
BID PACKAGE 1

Property Acquisition Map

Legend

- Section Lines
- City Limits
- County Boundaries
- Streets and Roads
- Highways
- Rivers and Streams
- Parent Tracts
- Bid Package 1 Easements
- Bid Package 2 Easements
- Bid Package 3 Easements
- Well Location
- RR ## Well ID Number
- Parent Tract ID Number

O:\0007\07865\Brent\Project GIS\ASR Bid Package2 Easements.mxd
 Last saved 2/20/2009 by SAG
 NAD_1983_StatePlane_Kansas_South_FIPS_1502_Feet
 Projection: Lambert_Conformal_Conic
 Professional Engineering Consultants, P.A.
 303 S. Topoka
 Wichita, KS 67202
 Ph. (316) 262-2691
 © 2008 Professional Engineering Consultants, P.A.



City of Wichita
City Council Meeting
March 2, 2010

TO: Mayor and City Council Members

SUBJECT: 2010 Community Services Block Grant Application

INITIATED BY: Human Resources

AGENDA: Consent

Recommendation: Approve the application and authorize necessary signatures.

Background: The Community Services Block Grant (CSBG) is a federal program targeted to the needs of the low-income. Funds are awarded by formula to Community Action Programs (CAPs) throughout the state. The City of Wichita has been a CAP and received CSBG funds since the mid-1970's. The Career Development Division administers the CSBG program locally.

Analysis: An annual application is required for receipt of CSBG funds. Activities in the application include the prescription drug component of Project Access, support of the Neighborhood City Halls, employment services, summer activity camps for children from low-income neighborhoods and neighborhood clean-ups. The City has been instructed to use \$1,098,498, which is the 2009 amount received, as a planning figure for the application since official federal notification of the grant amount has not been received.

Financial Considerations: No general operating funds from the City's budget are obligated by the application. Attached is a projection of program expenditures.

Goal Impact: The programs supported by CSBG funds will: (1) support a dynamic core area and vibrant neighborhoods through continued revitalization of the Core Area (neighborhood clean-ups); (2) promote economic vitality and affordable living by sustaining the affordable living of the clients served (employment services); and (3) enhance the quality of life of clients served (summer activity camps, Project Access and Neighborhood Center services).

Legal Considerations: The CSBG Review Committee met to consider the application and recommends approval by the City Council.

Recommendation/Action: It is recommended that the City Council approve the 2010 CSBG Application and authorize the necessary signatures.

Attachments: Breakout of Expenditures and 2010 Community Services Block Grant Application Summary

The following are anticipated expenditure levels for the activities described in the 2010 CSBG Application:

Summer Activity Camps	\$ 50,000
Neighborhood Clean-Ups	\$ 37,500
Project Access	\$ 300,000
Neighborhood Centers	\$ 308,972
Case Mgmt. & Employment Services	\$ 328,026
Administration	\$ 74,000
 TOTAL	 \$1,098,498

City of Wichita
City Council Meeting
March 2, 2010

TO: Mayor and City Council

SUBJECT: Contract for Wichita Central Corridor Art Project (All Districts)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the contract with Spangenberg Phillips Tice Architecture for the Wichita Central Corridor (WCC) Art Project.

Background: On January 12, 2010, City Council approved the artist selection for the Wichita Central Corridor Art Project and authorized staff to negotiate a contract with the artists. The artist team selected consists of Spangenberg Phillips Architecture, artists Steve Murillo, Richard J. Bergen and Terry Corbett, Professional Engineering Consultants, and Farha Construction, Inc.

Analysis: Staff has negotiated a contract with the artists for \$150,000 for artist design, development and construction fees. The artist team will submit completed design concepts for approval from the Design Council. Staff will follow the approved Design Council process and meet with the appropriate City Council member before onset of construction.

Financial Considerations: The project enhancement in the WCC budget includes \$150,000 for artist design, development and construction fees.

Goal Impact: Quality of Life. The completion of the art project will provide aesthetic improvements to the Wichita Central Corridor Project.

Legal Considerations: The Law Department has reviewed and approved the contract to form.

Recommendation/Action: Approve the contract with Spangenberg Phillips Tice Architecture for the Wichita Central Corridor (WCC) Art Project.

Attachments: Contract with Spangenberg Phillips Tice Architecture

**CONTRACT
For
Wichita Central Corridor
PUBLIC ART PROJECT**

THIS CONTRACT entered into this 19th day of January, 2010, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **Spangenberg Phillips Architecture** (Vendor Code Number 808159-001)), 121 N. Mead St. Suite 201, Wichita, KS 67202, Telephone Number (316) 267-4002, hereinafter called "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for Wichita Central Corridor Public Art Project for the City Manager's Office/Arts & Cultural Division (Formal Proposal – FP930035); and

WHEREAS, **CONTRACTOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **CONTRACTOR** shall provide to the **CITY** all those services specified in its response to Formal Proposal Number – FP930035, which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal – FP930035, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation.** **CITY** agrees to pay to **CONTRACTOR** an annual cost:

Labor, Materials and Supplies:	\$150,000.00
Deposit (50% required)	\$75,000.00
Total Due on Completion	\$75,000.00

***NOT TO EXCEED \$150,000.00**

3. **Term.** The term of this contract shall be from **January 19, 2010 through December 31, 2010**. This contract is subject to cancellation by the **CITY**, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **CONTRACTOR**.

4. **Indemnification and Insurance.**

a. **CONTRACTOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CONTRACTOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability

Covering premises---operations, xcu hazards when applicable, Product/Completed Operations, Broad Form Property Damage and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
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Property Damage Liability	\$500,000 Each Occurrence \$500,000 Each Aggregate
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Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Occurrence \$500,000 Each Aggregate
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2. Comprehensive Automobile Liability

All Owned, Non-Owned, and Hired vehicles with minimum limits as follows:

Bodily Injury Liability	\$500,000 Each Accident
Property Damage Liability	\$500,000 Each Accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 Each Accident
---	-------------------------

3. <u>Workers' Compensation</u>	<u>Statutory</u>
Employers Liability	\$100,000 Each Accident \$500,000 Aggregate \$100,000 Occupational Disease

The Insurance Certificate must contain the following:

A. Statement that the Contractual Liability includes the Liability of the City of Wichita assumed by the Contractor in the contract documents.

B. Cancellation - Should any of the above policies be canceled before the expiration date thereof, the issuing company will mail ten (10) days written notice to certificate holder.

The Certificate of Insurance must be submitted **within ten (10) days** after signature of this contract to the City of Wichita Purchasing Manager, City Hall, 12th Floor, 455 North Main, Wichita, Kansas, 67202-1694.

5. **Independent Contractor.** The relationship of the **CONTRACTOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONTRACTOR** shall be considered an employee of the **CITY**.

6. **Compliance with Laws.** **CONTRACTOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. **No Assignment.** The services to be provided by the **CONTRACTOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination.** **CONTRACTOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment/Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.

10. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas

12. **Representative's Authority to Contract.** By signing this contract, the representative of the contractor or **CONTRACTOR** represents the he or she is duly authorized by the contractor or **CONTRACTOR** to execute this contract, and that the contractor or **CONTRACTOR** has agreed to be bound by all its provisions.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

CITY OF WICHITA, KANSAS

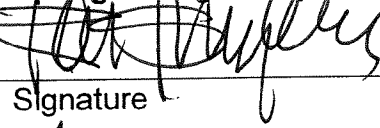
Janis Edwards
Deputy City Clerk

Carl G. Brewer
Mayor

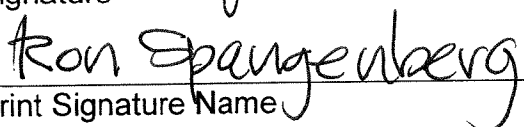
APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

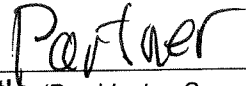
Spangenberg Phillips Architecture



Signature



Print Signature Name



Title (President or Corporate Officer)

EXHIBIT A

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, Contractor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, Contractor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or Contractor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The Contractor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 2. The Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The Contractor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the Contractor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the Contractor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
 4. The Contractor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subcontractor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, Contractors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those Contractors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, Contractor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

**City of Wichita
City Council Meeting
March 2, 2010**

TO: Mayor and City Council

SUBJECT: Douglas Design District Bus Shelters Request for Proposal

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Authorize Wichita Transit staff to prepare and let a formal Request for Proposals (RFP) to build and install seven custom bus shelters for the East Douglas Design District (EDDD).

Background: Local business leaders (East Douglas Design District) and City of Wichita staff (Planning and Transit) have been working together for more than a year to develop a custom design for bus shelters that would enhance the overall aesthetics of the EDDD and provide passenger amenities to transit riders along that corridor. This shelter project is the first of a series of public infrastructure improvements that will be implemented for the East Douglas streetscape project that was approved in concept by the City Council on December 1, 2009.

Analysis: Wichita Transit staff will be using the design concept approved by both the EDDD and the Design Council. The customized shelters will reflect the streetscape décor planned for the area. After proposals are received by the City of Wichita's Purchasing department, a selection committee will review all RFP's based on a selection criteria. The results of the selection committee's review and recommendation will be brought back to the City Council for approval.

Financial Consideration: As a part of the FTA and City of Wichita procurement requirements, independent cost estimates were solicited for the manufacture and installation of these seven custom shelters. The total cost estimates ranged from \$112,000 to \$140,000. Wichita Transit has an approved FTA grant for \$200,000 from which this project can be funded. The project cost will be 80 percent federally funded and 20 percent local funds. The projected local share cost of the project would range from \$22,000 and \$30,000, which can be funded from the local Transit Fund.

Goal Impact: To ensure an efficient infrastructure by maintaining and optimizing public facilities and assets.

Legal Consideration: The City's Law Department will review and approve the RFP as to form before it is sent out for solicitation.

Recommendation/Actions: Authorize Wichita Transit staff to prepare and let a formal Request for Proposal (RFP) to solicit proposals for the manufacture and installation of the seven custom bus shelters for the East Douglas Design District.

Attachments: None.

Second Reading Ordinances for March 2, 2010 (first read on February 23, 2010)

ZON2009 00038 & CON2009-44 City zone change from SF-5 Single-family Residential (“SF-5”) to TF-3 Two-family Residential (“TF-3”) with a Conditional Use request for multiple duplexes on a single lot; generally located north of Central Avenue, west of Sheridan Avenue. (District VI)

ORDINANCE NO. 48-628

An Ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.

ZON2009-00039 – City zone change from SF-5 Single-family Residential (“SF-5”) to MF-18 Multi-family Residential (“MF-18”); generally located west of 159th Street East and 1/3 mile north of East Central Avenue. (District II)

ORDINANCE NO. 48-629

An Ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.

Acquisition by Eminent Domain of a Tract Required for the Cowskin Creek Channel Improvement Project from Kellogg to Maple. (District V)

ORDINANCE NO. 48- 630

An ordinance providing for the acquisition by eminent domain of certain private property, easements and right-of-way therein, for the purpose of acquiring real property for the construction and improvement of the Cowskin Creek Channel from Kellogg to Maple in the City of Wichita, Sedgwick County, Kansas; designating the lands required for such purposes and directing the city attorney to file a petition in the District Court of Sedgwick County, Kansas, for acquisition of the lands and easements therein taken and providing for payment of the cost thereof.

Building Façade Improvements in the Core Area. (Districts I and VI)

ORDINANCE NO. 48-631

An ordinance levying and assessing special assessments on certain lots, pieces and parcels of land liable for such special assessments to pay the costs of internal improvements in the City of Wichita, Kansas, and repealing Ordinance No. 47-800 of the city (Facade Improvements at 208 S. Market to serve William Grieffenstein's Addition (Project No. 491-022/474-84536).

ORDINANCE NO. 48-632

An ordinance levying and assessing special assessments on certain lots, pieces and parcels of land liable for such special assessments to pay the costs of internal improvements in the city of Wichita, Kansas, amending Resolution No. 08-541 of the city and repealing Ordinance No. 48-148 of the city (Facade Improvements at 221 S. Broadway, along Broadway (Project No. 472-84680).